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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

WEWORK, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF COLE SCHOTZ P.C. AS LOCAL
COUNSEL TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

TO: THE HONORABLE JOHN K. SHERWOOD
UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), state as follows in support of this application (the “Application”):²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as Exhibit A (the “Order”): (a) authorizing, but not directing, the Debtors to (i) employ and retain Cole Schotz P.C. (“Cole Schotz”) as their local counsel in connection with the filing and prosecution of these chapter 11 cases, effective as of the Petition Date, pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1 (each as defined herein). The Debtors further request that the Court approve the retention of Cole Schotz under a general retainer and hourly fee arrangement in accordance with Cole Schotz’s normal hourly rates in effect at the time services are rendered and Cole Schotz’s normal expense reimbursement policies. In support of this Application, the Debtors submit the *Declaration of Michael D. Sirota, Esq. in Support of Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Local Counsel to the Debtors Effective as of the Petition Date* (the “Sirota Declaration”), attached hereto as Exhibit B, and the *Declaration of Pamela Swidler, Esq. in Support of Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Local Counsel to the Debtors Effective as of the Petition Date* (the “Swidler Declaration”), attached hereto as Exhibit C; and (b) granting related relief.

² Capitalized terms used but not defined in this Application have the meaning ascribed to them in the First Day Declaration (as defined herein).

Jurisdiction and Venue

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 327(a), 329, and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 2014-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

Background

5. The Debtors, together with their non-Debtor affiliates (collectively, “WeWork” or the “Company”), are the global leader in flexible workspace, integrating community, member services, and technology. Founded in 2010 and headquartered in New York City, WeWork’s mission is to create a collaborative work environment where people and companies across a variety of industries, from freelancers to Fortune 100 companies, come together to optimize performance. WeWork became a publicly traded company in 2021 and employs over 2,650 full-time and fifty part-time workers in the United States and abroad. The Company operates over 750 locations in thirty-seven countries and is among the top commercial real estate lessors in business hubs including New York City, London, Dublin, Boston, and Miami. For the fiscal year 2022, WeWork’s revenue was approximately \$3.25 billion. The Debtors commenced these chapter 11 cases to rationalize their lease portfolio, right-size their balance sheet, and position WeWork for sustainable, long-term growth.

6. On November 6, 2023 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On November 8, 2023, the Court entered an order [Docket No. 87] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On November 16, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 150].

Retention of Cole Schotz

7. The Debtors have determined that the retention of local counsel is necessary to the successful administration of these cases and that Cole Schotz’s employment would be in the best interests of the estates. Cole Schotz’s complex Chapter 11 experience, as well as its extensive practice before this Court, and knowledge of the local rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtors. Cole Schotz regularly represents Chapter 11 debtors throughout New Jersey and, thus, is well qualified to serve as local counsel to the Debtors in these Chapter 11 proceedings.

8. Cole Schotz has been actively involved in many recent major Chapter 11 cases in this District. *See e.g. In re Rite Aid Corp.*, Case No. 23-18993 (MBK); *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS); *In re Whittaker, Clark & Daniels, Inc.*, Case No. 23-13575 (MBK); *In re Bed Bath & Beyond Inc.*, Case No. 23-13359 (VFP); *In re David’s Bridal, LLC*, Case No. 23-13131 (CMG); *In re BlockFi Inc.*, Case No. 22-19361 (MBK); *In re Nat’l Realty Investment Advisors, LLC*, Case No. 22-14539 (JKS); *In re Christopher & Banks Corp.*, Case No. 21-10269 (ABA); *In re RTW Retailwinds, Inc.*, Case No. 20-18445 (JKS); *In re Congoleum Corporation*,

Case No. 20-18488 (MBK); *In re SLT Holdco, Inc.*, Case No. 20-18368 (MBK); *In re Modell's Sporting Goods, Inc.*, Case No. 20-14179 (VFP).

9. In preparing for its representation of the Debtors, Cole Schotz has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these Chapter 11 cases. The Debtors believe that Cole Schotz is both well-qualified and uniquely able to represent them in an efficient and timely manner and that the services of Cole Schotz are necessary and essential to the Debtors' performance of their duties as debtors in possession.

Scope of Services

10. The Debtors seek to retain Cole Schotz as their local counsel to advise of local rules, procedures, and customs in connection with the performance of the following legal services:

- (a) advise the Debtors of their rights, powers, and duties as debtors in possession in continuing to operate and manage their assets and business;
- (b) provide legal advice and services regarding local rules, practices and procedures including Third Circuit law;
- (c) provide certain services in connection with the administration of the Chapter 11 cases including, without limitation, preparing agendas, hearing notices, and hearing binders of documents and pleadings;
- (d) review and comment on proposed drafts of pleadings to be filed with the Court;
- (e) appear in Court and at any meeting with the U.S. Trustee and any meeting of creditors;
- (f) provide legal advice and services on any matter on which K&E (as defined herein) may have a conflict or as needed based on specialization; and
- (g) perform all other legal services for and on behalf of the Debtors which may be necessary or appropriate in the administration of their Chapter 11 cases and fulfillment of their duties as debtors in possession.

Professional Compensation

11. The Debtors understand that Cole Schotz intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred in connection with the preparation of the Debtors' Chapter 11 petitions and after the Petition Date in connection with the Chapter 11 cases on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the “U.S. Trustee Guidelines”), and any orders entered in these cases governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

12. The Debtors understand that, subject to the Court’s approval, Cole Schotz will be compensated at its standard hourly rates, which are based on the professionals’ level of experience. The attorneys and paralegals primarily responsible for representing the Debtors and their current standard hourly rates are as follows:

Name	Title	Hourly Rate
Michael Sirota	Member	\$1,475.00
Warren Usatine	Member	\$1,150.00
Felice Yudkin	Member	\$850.00
Ryan Jareck	Member	\$775.00
Daniel Harris	Member	\$775.00
Andreas Milliaressis	Associate	\$575.00
Julie Aberasturi	Associate	\$375.00
Frances Pisano	Paralegal	\$380.00

13. Other attorneys and paralegals will be involved in representing the Debtors. The range of hourly rates for such professionals are as follows:

Position	Rates
Members	\$575 to \$1,475 per hour
Special Counsel	\$620 to \$1,100 per hour
Associates	\$350 to \$645 per hour
Paralegals	\$260 to \$440 per hour

14. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. There are no alternative fee arrangements from customary billing. Further, no professional has varied his or her rate based on geographic location.

15. The Debtors understand and agree that Cole Schotz will charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered and for out-of-pocket expenses, all as set forth in the Sirota Declaration.

16. Prior to applying any increases in its hourly rates beyond the rates set forth in this Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtors, the U.S. Trustee, and the Committee.

17. The Debtors understand and agree that Cole Schotz will maintain detailed, contemporaneous records of time and any necessary costs and expenses incurred in connection with rendering the legal services described above and that they will be charged for all disbursements and expenses incurred in the rendition of services. These disbursements and expenses include, among other things, costs for telephone and facsimile charges, photocopying, travel, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings (including transcripts).

18. It is the Debtors' understanding that Cole Schotz will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses (including, when appropriate, authority to apply the Retainer (defined below)).

19. As set forth in the Sirota Declaration, during the ninety days prior to the Petition Date, the Debtors paid Cole Schotz \$211,174.00 representing Cole Schotz's fees for services rendered and expenses incurred.³ Moreover, as of the Petition Date, Cole Schotz was holding, on behalf of the Debtors, a retainer in the amount of \$938,826.00 (the "Retainer") in connection with these Chapter 11 cases.

Cole Schotz's Disinterestedness

20. The Sirota Declaration describes the relationships, if any, that Cole Schotz has with creditors of the Debtors and other interested parties. As set forth in the Sirota Declaration, Cole Schotz does not believe that any of those relationships would foreclose the Debtors' retention of Cole Schotz under section 327(a) of the Bankruptcy Code in that Cole Schotz: (i) does not represent any other entity having an adverse interest to the Debtors, their estates, or any other party-in-interest in connection with these Chapter 11 cases; (ii) is a disinterested person under section 101(14) of the Bankruptcy Code; and (iii) has no connection with the U.S. Trustee or any other person employed therein. The Debtors have been informed that Cole Schotz will continue conducting a review of its files to ensure that no disqualifying circumstances arise. If any new relevant facts or relationships are discovered, Cole Schotz will supplement its disclosure to the Court.

³ In addition, Cole Schotz received \$906,000.00 from the Debtors for the purpose of paying their Chapter 11 filing fees. The filing fees, however, were ultimately paid by K&E. Accordingly, Cole Schotz is currently in discussions with the Debtors regarding the return of those funds.

Statement Regarding U.S. Trustee Guidelines

21. Cole Schotz recognizes that the U.S. Trustee is charged with reviewing applications for retention and compensation and that the U.S. Trustee will utilize the U.S. Trustee Guidelines to evaluate any such applications.

22. Cole Schotz intends to comply with the U.S. Trustee's requests for additional information and disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and the interim and final fee applications to be filed by Cole Schotz in these Chapter 11 cases.

23. Moreover, as described in the Sirota Declaration, and consistent with the U.S. Trustee Guidelines, the Debtors have undertaken certain steps to ensure that the rate structure provided by Cole Schotz is not significantly different from the rates that (a) Cole Schotz charges for other non-bankruptcy engagements, or (b) other comparable counsel would charge to do work substantially similar to the work Cole Schotz will perform in these Chapter 11 cases.

Basis for Relief

24. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession, with the court's approval, to "employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor in possession] in carrying out the [debtor in possession's] duties under this title." 11 U.S.C. § 327(a). Moreover, section 1107(b) provides that "a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." *Id.* § 1107(b).

25. Bankruptcy Rule 2014(a) requires that an application for retention include:

Specific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

26. The Debtors request approval of the employment of Cole Schotz *nunc pro tunc* to the Petition Date. Such relief is warranted by the circumstances presented by these Chapter 11 cases. The Third Circuit has identified "time pressure to begin service" and absence of prejudice as factors favoring *nunc pro tunc* retention. *See, e.g., Matter of Arkansas Co., Inc.*, 798 F.2d 645, 650 (3d Cir. 1986); *Indian River Homes, Inc. v. Sussex Trust Co.*, 108 B.R. 46, 52 (D. Del. 1989), *app. dismissed*, 909 F.2d 1476 (3d Cir. 1990). The Debtors' selection of Cole Schotz as their local counsel necessitated that Cole Schotz immediately commence work on time-sensitive matters and promptly devote resources to the Debtors' cases pending submission and approval of this Application. Cole Schotz's services on the Debtors' behalf have not prejudiced any creditor or party-in-interest in these cases, but rather, have served their best interests.

27. The Debtors submit that, for the reasons stated above and in the Sirota and Swidler Declarations, the retention of Cole Schotz as their local counsel, as described herein, is warranted. Accordingly, the retention of Cole Schotz as local counsel to the Debtors should be approved.

No Duplication of Services

28. Cole Schotz's services are intended to complement, and not duplicate, the services to be rendered by any other professional retained by the Debtors in these Chapter 11 cases. Cole Schotz has informed the Debtors that it understands that the Debtors have retained, and may retain,

additional professionals during the term of the engagement and will use its reasonable efforts to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

No Prior Request

29. No prior request for the relief sought in this Application has been made to this Court or any other court.

Notice

30. The Debtors will provide notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the Committee; (c) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (d) Davis Polk & Wardwell LLP and Greenberg Traurig, LLP, as counsel to the Ad Hoc Group; (e) Weil, Gotshal & Manges LLP and Wollmuth Maher & Deutsch LLP, as counsel to SoftBank; (f) Cooley LLP, as counsel to Cupar Grimmond, LLC; (g) the agents under each of the Debtors' prepetition secured credit facilities and counsel thereto; (h) the office of the attorney general for each of the states in which the Debtors operate; (i) the United States Attorney's Office for the District of New Jersey; (j) the Securities and Exchange Commission; (k) the Internal Revenue Service; (l) the monitor in the CCAA proceeding and counsel thereto; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page left intentionally blank.]

WHEREFORE, the Debtors request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

/s/ Pamela Swidler

Dated: November 20, 2023

Pamela Swidler
Chief Legal Officer
WeWork Inc.

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
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In re:

WEWORK INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is: 12 East 49th Street, 3rd Floor, New York, NY 10017, and the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Order (I) Approving the Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Local Counsel to the Debtors Effective as of the Petition Date and (II) Granting Related Relief

**ORDER (I) APPROVING THE DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
COLE SCHOTZ P.C. AS LOCAL COUNSEL TO THE DEBTORS
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through eight (8), is hereby **ORDERED**.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Order (I) Approving the Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Local Counsel to the Debtors Effective as of the Petition Date and (II) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as local counsel to the Debtors Effective as of the Petition Date* (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order (this “Final Order”) (a) authorizing the Debtors to employ and retain Cole Schotz P.C. (“Cole Schotz”) as their local counsel in connection with the filing and prosecution of these chapter 11 cases, *nunc pro tunc* to the Petition Date, pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1; (b) approving the retention of Cole Schotz under a general retainer and hourly fee arrangement in accordance with Cole Schotz’s normal hourly rates in effect at the time services are rendered and Cole Schotz’s normal expense reimbursement policies; and (c) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

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before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT,

1. The Application is **GRANTED** as set forth herein.

2. In accordance with sections 327(a), 329, and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, the Debtors are hereby authorized and empowered to employ and retain Cole Schotz as their local counsel in these Chapter 11 cases effective as of the Petition Date pursuant to the terms set forth in that certain Engagement Agreement by and among Cole Schotz and the Debtors dated October 21, 2023, attached hereto as **Exhibit 1** (the "Engagement Agreement"), as modified pursuant to this Order.

3. Any and all compensation to be paid to Cole Schotz for services rendered on the Debtors' behalf, including compensation for services rendered in connection with the preparation of the petition and accompanying papers, shall be fixed by application to this Court in accordance with sections 330 and 331 of the Bankruptcy Code, such Federal Rules and Local Rules as may then be applicable, and any orders entered in these cases governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred. Cole Schotz also shall make a reasonable effort to comply with the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Cole Schotz in the Chapter 11 cases.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

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4. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Cole Schotz shall coordinate with Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "K&E"), and any additional firms the Debtors retain in the future regarding their respective responsibilities in these Chapter 11 cases. As such, Cole Schotz shall use its best efforts to avoid duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 cases.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtors, the United States Trustee, and the Committee. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Cole Schotz shall (i) only bill 50% for non-working travel; (ii) not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of Cole Schotz's fee applications in these cases; (iii) use the billing and expense categories set forth in the US Trustee Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iv) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the United States Trustee.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

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7. Notwithstanding anything in the Application or the Sirota Declaration to the contrary, Cole Schotz shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost paid.

8. Notwithstanding anything in the Application and the Sirota Declaration to the contrary, Cole Schotz shall (i) to the extent that Cole Schotz uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, pass through the cost of such Contractors at the same rate that Cole Schotz pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Cole Schotz; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases. No agreement or understanding exists between Cole Schotz and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these cases, nor shall Cole Schotz share or agree to share compensation received for services rendered in connection with these cases with any other person other than as permitted by section 504 of the Bankruptcy Code.

9. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services set forth in the Engagement Agreement, the provision that "Our bills are due and payable upon receipt" shall be null and void during the pendency of these bankruptcy cases.

10. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services set forth in the Engagement Agreement, during the pendency of the Chapter 11 Cases, Cole

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Debtors: WeWork Inc., *et al.*

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Schotz's retainer shall be treated like a security retainer and shall not be drawn down absent Court order.

11. Pursuant to Cole Schotz's Standard Terms of Engagement for Legal Services set forth in the Engagement Agreement, Cole Schotz's fees and expenses will be considered "earned" at the time they are incurred, notwithstanding the fact that any such amounts shall only be payable as set forth in any order granting the *Debtors' Motion for Entry of an Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 139] and shall only be allowed upon entry of a Court order allowing them.

12. Notwithstanding Cole Schotz's Standard Terms of Engagement for Legal Services set forth in the Engagement Agreement, the provision concerning fee disputes is null and void during the pendency of these Chapter 11 cases.

13. To the extent there is inconsistency between the terms of the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

15. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

16. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit B

Sirota Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Steven N. Serajeddini, P.C. (admitted *pro hac vice*)

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*Proposed Co-Counsel for Debtors and
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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

WEWORK INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**DECLARATION
OF MICHAEL D. SIROTA, ESQ.
IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF COLE SCHOTZ P.C. AS LOCAL
COUNSEL TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

I, Michael D. Sirota, Esq., pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief, and after reasonable inquiry, declare:

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is: 12 East 49th Street, 3rd Floor, New York, NY 10017, and the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005.

1. I am an attorney-at-law and shareholder of the law firm of Cole Schotz P.C. (“Cole Schotz”). Cole Schotz is a law firm of over 170 attorneys, having its principal offices at Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, with other offices in New York, Delaware, Maryland, Texas, and Florida. This Declaration (the “Declaration”) is submitted pursuant to sections 327, 329, and 504 of title 11 of the United States Code (the “Bankruptcy Code”), rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 2014-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

2. This Declaration is respectfully submitted in support of the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Local Counsel to the Debtors Effective as of the Petition Date* (the “Application”),² filed concomitantly herewith. This Declaration also is submitted as the statement required pursuant to Section D.1 of the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the “U.S. Trustee Guidelines”), promulgated by the Office of the United States Trustee (the “U.S. Trustee”).

3. I am familiar with the matters set forth herein and make this Declaration in support of the Application.

Cole Schotz’s Qualifications

4. Cole Schotz’s complex Chapter 11 experience, as well as its extensive practice before this Court, and knowledge of the local rules and practices, make it substantively and geographically ideal to efficiently serve the needs of the Debtors. Cole Schotz regularly represents

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

Chapter 11 debtors throughout New Jersey and, thus, is well qualified to serve as local counsel to the Debtors in these Chapter 11 proceedings.

5. Cole Schotz has been actively involved in many recent major Chapter 11 cases in this District. *See e.g. In re Rite Aid Corp.*, Case No. 23-18993 (MBK); *In re Cyxtera Technologies, Inc.*, Case No. 23-14853 (JKS); *In re Whittaker, Clark & Daniels, Inc.*, Case No. 23-13575 (MBK); *In re Bed Bath & Beyond Inc.*, Case No. 23-13359 (VFP); *In re David's Bridal, LLC*, Case No. 23-13131 (CMG); *In re BlockFi Inc.*, Case No. 22-19361 (MBK); *In re Nat'l Realty Investment Advisors, LLC*, Case No. 22-14539 (JKS); *In re Christopher & Banks Corp.*, Case No. 21-10269 (ABA); *In re RTW Retailwinds, Inc.*, Case No. 20-18445 (JKS); *In re Congoleum Corporation*, Case No. 20-18488 (MBK); *In re SLT Holdco, Inc.*, Case No. 20-18368 (MBK); *In re Modell's Sporting Goods, Inc.*, Case No. 20-14179 (VFP).

6. In preparing for its representation of the Debtors, Cole Schotz has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these Chapter 11 cases. The Debtors believe that Cole Schotz is both well-qualified and uniquely able to represent them in an efficient and timely manner and that the services of Cole Schotz are necessary and essential to the Debtors' performance of their duties as debtors in possession.

7. By separate application, the Debtors have also asked the Court to approve the retention of Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "K&E") as lead counsel to the Debtors. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Cole Schotz will coordinate with K&E and any additional firms the Debtors retain in the future regarding their respective responsibilities in these Chapter 11 cases.

Scope of Services

8. The Debtors seek to retain Cole Schotz as their local counsel to advise of local rules, procedures, and customs in connection with the performance of the following legal services:

- (a) advise the Debtors of their rights, powers, and duties as debtors in possession in continuing to operate and manage their assets and business;
- (b) provide legal advice and services regarding local rules, practices and procedures including Third Circuit law;
- (c) provide certain services in connection with the administration of the chapter 11 cases including, without limitation, preparing agendas, hearing notices, and hearing binders of documents and pleadings;
- (d) review and comment on proposed drafts of pleadings to be filed with the Court;
- (e) appear in Court and at any meeting with the United States Trustee and any meeting of creditors;
- (f) provide legal advice and services on any matter on which K&E may have a conflict or as needed based on specialization; and
- (g) perform all other legal services for and on behalf of the Debtors which may be necessary or appropriate in the administration of their Chapter 11 cases and fulfillment of their duties as debtors in possession.

Professional Compensation

9. Cole Schotz intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the Chapter 11 cases on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any orders entered in these cases governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

10. The attorneys and paralegals primarily responsible for representing the Debtors and their current standard hourly rates are as follows:

Name	Title	Hourly Rate
Michael Sirota	Member	\$1,475.00
Warren Usatine	Member	\$1,150.00
Felice Yudkin	Member	\$850.00
Ryan Jareck	Member	\$775.00
Daniel Harris	Member	\$775.00
Andreas Milliaressis	Associate	\$575.00
Julie Aberasturi	Associate	\$375.00
Frances Pisano	Paralegal	\$380.00

11. Other attorneys and paralegals will be involved in representing the Debtors. The range of hourly rates for such professionals are as follows:

Position	Rates
Members	\$575 to \$1,475 per hour
Special Counsel	\$620 to \$1,100 per hour
Associates	\$350 to \$645 per hour
Paralegals	\$260 to \$440 per hour

12. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. There are no alternative fee arrangements from customary billing. Further, no professional has varied his or her rate based on geographic location.

13. Cole Schotz will charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered.

14. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Cole Schotz shall provide ten (10) days' prior notice of any such increases to the Debtors, the U.S. Trustee, and the Committee.

15. It is Cole Schotz's policy to charge its clients in all areas of practice for out-of-pocket expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone calls, mail and express mail, special or hand delivery, outgoing facsimiles, photocopying, scanning and/or printing, computer assisted research (which shall not be more than the actual cost incurred by Cole Schotz in performing such research), travel, "working meals," transcription, as well as non-ordinary overhead expenses such as secretarial and other overtime. Cole Schotz will charge for these expenses in a manner and at rates consistent with charges made generally to its other clients, subject to Local Rule 2016-1.

16. Cole Schotz will submit detailed statements to the Court setting forth the services rendered and seeking compensation and reimbursement of expenses (including, when appropriate, authority to apply the Retainer (defined below)).

Professional Compensation

17. As set forth in the Sirota Declaration, during the ninety days prior to the Petition Date, the Debtors paid Cole Schotz \$211,174.00 representing Cole Schotz's fees for services rendered and expenses incurred.³ Moreover, as of the Petition Date, Cole Schotz was holding, on behalf of the Debtors, a retainer in the amount of \$938,826.00 (the "Retainer") in connection with these Chapter 11 cases.

Cole Schotz's Disinterestedness

18. Insofar as I have been able to ascertain through diligent inquiry, except as set forth in this Declaration, neither I, Cole Schotz, nor any professional employee of Cole Schotz have any connection with the Debtors, their creditors, any other party-in-interest, their current respective

³ In addition, Cole Schotz received \$906,000.00 from the Debtors for the purpose of paying their Chapter 11 filing fees. The filing fees, however, were ultimately paid by K&E. Accordingly, Cole Schotz is currently in discussions with the Debtors regarding the return of those funds.

attorneys or professionals, the U.S. Trustee or any person employed in the Office of the U.S. Trustee, nor do we hold or represent any entity having an adverse interest in the Debtors' chapter 11 cases. Notwithstanding the foregoing, Cole Schotz has in the past worked with, continues to work with, and has mutual clients with certain professionals who may represent parties-in-interest in these cases. Neither I, Cole Schotz, nor any professional employee of Cole Schotz is related professionally to the Debtors, their creditors, or any other party-in-interest herein or their respective attorneys or professionals.

19. In preparing this Declaration, I used a set of procedures developed by Cole Schotz to ensure full compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules regarding the retention of professionals by a debtor in possession (the "Retention Procedures"). Pursuant to the Retention Procedures, and under my direction and supervision, Cole Schotz performed a conflict-of-interest search to identify any actual or potential conflicts of interest. The Retention Procedures included:

- (a) Through conversations with K&E and financial advisors, a list of the following entities was developed: (i) Equity Holders; (ii) Banks, Lenders and Administrative Agent; (iii) Contract Counterparties; (iv) Customers; (v) Debtors and Non-Debtor Affiliates; (vi) the Debtors' Current and Former Directors and Officers; (vii) Government, Taxing Authorities, and Regulatory Agencies; (viii) Insurance; (ix) Landlords; (x) Litigation Counterparties; (xi) Noteholders; (xii) Ordinary Course Professionals; (xiii) Bankruptcy Professionals; (xiv) Utility Providers; (xv) Significant Competitors; (xvi) Significant Vendors; (xvii) Top 30 Unsecured Creditors; and (xviii) US Trustee Personnel, Judges, and Court Contacts for the District of New Jersey.
- (b) Certain of these parties are listed on the attached Exhibit 1 (collectively, the "Redacted Entity List"). The names of other parties are withheld from Exhibit 1 pursuant to this Court's *Interim Order Granting Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Top Thirty Unsecured Creditors and Consolidated List of Creditors, (II) Authorizing the Debtors to Redact Certain Personally Identifiable Information of Individual Creditors, Clients, Equity Holders, and Current and Former Employees, (III) Authorizing Client Name Redaction, (IV) Waiving the Requirement to File an Equity List and Provide*

Notices Directly to Equity Security Holders, and (V) Granting Related Relief [Docket No. 17] (the “Unredacted Entity List,” which together with the Redacted Entity List shall collectively be referred to as the “Entity List”).

- (c) Cole Schotz maintains a database of current and former clients and related information (the “Database”). Cole Schotz (i) searched the Database and compiled a list of those entities for which Cole Schotz attorney fees were billed during the past three years (the “Client List”); and (ii) circulated the Unredacted Entity List, via e-mail, to all of its employees in order to solicit potential conflicts or connections that might not be uncovered through the Database.
- (d) Cole Schotz compared the names on the Unredacted Entity List with the names on the Client List and the responses from the employee e-mail solicitation to identify potential matches, to determine whether these matches are with current clients, and, if so, to identify the Cole Schotz personnel responsible for such matters.
- (e) Based on the results of that search and by making general and, when applicable, specific inquiries of Cole Schotz personnel, insofar as I have been able to ascertain after diligent inquiry, neither I, nor Cole Schotz, nor any member, counsel or associate thereof have any connection with, or have an adverse interest to, the parties on the Unredacted Entity List except as set forth on Exhibit 2 hereto (the “Disclosure List”).

20. Approximately ten of the entities or individuals on the Unredacted Entity List have the same names or names similar to the names of Cole Schotz clients or affiliates of Cole Schotz clients. Although Cole Schotz is endeavoring to determine if the parties on the Unredacted Entity List are, in fact, the parties in the Database, we have not yet concluded our review of this matter. Regardless, Cole Schotz notes that the representations in question are unrelated to the Debtors and these Chapter 11 cases, and Cole Schotz will not represent these entities or individuals in connection with these Chapter 11 cases.

21. In addition, Cole Schotz has represented, currently represents, and may in the future represent entities on the Disclosure List (or their affiliates) in matters unrelated to the Debtors’ Chapter 11 cases. The Disclosure List reflects that an entity is a “Current Client” if Cole Schotz has any open matters for such entity or a known affiliate of such entity and attorney time charges

have been recorded on any such matters within the past three years. The Disclosure List reflects that an entity is a “Former Client” if Cole Schotz represented such entity or a known affiliate of such entity within the past three years based on recorded attorney time charges on a matter and such matter has been formally closed.

22. Except as set forth on the Disclosure List, Cole Schotz has not represented, does not represent, and will not represent any entities on the Disclosure List in matters directly related to the Debtors or these Chapter 11 cases. Moreover, Cole Schotz will not commence a cause of action in these Chapter 11 cases against a “Current Client” unless it has an applicable waiver on file or first receives a waiver from such entity allowing it to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by K&E or one of its other law firms that it will engage pursuant to Court Order. To the best of my knowledge, none of the entities on the Disclosure List represented more than 1% of Cole Schotz’s revenue for the 2022 calendar year.

23. As a part of Cole Schotz’s bankruptcy and corporate restructuring practice, Cole Schotz’s clientele includes debtors, creditors’ and other statutory committees, institutional creditors, asset purchasers, venture capitalists, secured parties, lessors and contract parties, equity holders, directors and officers, court-appointed fiduciaries, plan sponsors, indenture trustees, and bond insurers. The Debtors have numerous creditors and other parties-in-interest. Cole Schotz may have in the past represented, and may presently or in the future represent, creditors or parties-in-interest in addition to those specifically disclosed herein in matters unrelated to these Chapter 11 cases. Cole Schotz believes that its representation of such creditors or other parties in such other matters has not affected and will not affect its representation of the Debtors in these proceedings.

24. In addition to its bankruptcy and corporate restructuring practice, Cole Schotz is a full-service law firm with active real estate, corporate, finance, construction, litigation, environmental, employment, tax, trust and estates, and white-collar defense practices. Cole Schotz appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of whom now or may in the future represent or be deemed adverse to claimants or parties-in-interest in these cases.

25. Despite the efforts described above to identify and disclose Cole Schotz's connections with the Entity List, because the Debtors have numerous creditors and other relationships, Cole Schotz is unable to state with certainty that every client representation or other connection has been disclosed. If Cole Schotz discovers additional information that requires disclosure, Cole Schotz will file supplemental disclosure(s) with the Court as promptly as possible.

26. To the best of my knowledge, Cole Schotz has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these cases. If this Court approves the proposed employment of Cole Schotz as local counsel to the Debtors, Cole Schotz will not accept any engagement or perform any services in these cases for any entity or person other than the Debtors. Cole Schotz may, however, continue to provide professional services to, and engage in commercial or professional relationships with, entities or persons that may be creditors of the Debtors or parties-in-interest in these cases; *provided, however,* that such services do not and will not relate to, or have any direct connection with, these cases.

27. Thus, pursuant to section 327(a) of the Bankruptcy Code, Cole Schotz does not hold or represent any interests adverse to the Debtors, their creditors, or their estates.

28. Cole Schotz also is a disinterested person within the meaning of section 101(14) of the Bankruptcy Code in that Cole Schotz, its members, counsel, and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- (c) do not hold an interest materially adverse to the interest of the estates or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

29. Accordingly, based upon information available to me, I submit that Cole Schotz is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code and the requirements of section 327(a) of the Bankruptcy Code are satisfied in respect of the matters upon which Cole Schotz is to be engaged in these Chapter 11 cases.

Statement Regarding U.S. Trustee Guidelines

30. Cole Schotz also will make a reasonable effort to comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with the Application and the interim and final fee applications to be filed by Cole Schotz.

31. In that regard, the following is provided in response to the request for additional information set forth in Paragraph D.1. of the U.S. Trustee Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition

engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Cole Schotz was engaged by the Debtors on October 21, 2023. Between that date and the Petition Date, Cole Schotz did not raise its billing rates. The material financial terms for the pre-petition engagement remain the same as those disclosed in the Application, as that engagement was undertaken on an hourly-fee basis.

Question: Has your client approved your prospective budget and staffing plan, and, if so for what budget period?

Response: Cole Schotz is currently formulating a budget and staffing plan, which it will review with the Debtors.

32. No promises have been received by Cole Schotz nor any member or associate thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

33. Pursuant to section 504 of the Bankruptcy Code, no agreement or understanding exists between Cole Schotz and any other person to share any compensation or reimbursement of expenses to be paid to Cole Schotz in these proceedings.

34. The proposed engagement of Cole Schotz is not prohibited by Bankruptcy Rule 5002.

35. Cole Schotz will abide by the terms of any orders entered in these cases governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

36. By reason of the foregoing, I believe Cole Schotz is eligible for employment and retention by the Debtors pursuant to section 327(a) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the following statements are true and correct.

Dated: November 20, 2023

/s/ Michael D. Sirota

MICHAEL D. SIROTA

EXHIBIT 1

Redacted Entity List

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors
1(b)	Current and Former Directors and Officers
1(c)	Bankruptcy Judges and Court Staff
1(d)	Banks, Lenders, Agents, and Payment Processors
1(e)	Customers
1(f)	Bankruptcy Professionals
1(g)	Equity Holders
1(h)	Insurance
1(i)	Landlords, Lease Rejection Counterparties, and Guarantor Landlords
1(j)	Litigation Counterparties
1(k)	Non-Debtor Affiliates
1(l)	Noteholders
1(m)	Office of the United Trustee Office
1(n)	Surety Bonds
1(o)	Taxing Authorities
1(p)	Utilities
1(q)	Vendors

SCHEDULE 1(a)

DEBTORS

1 Beacon Street Tenant LLC
1 Belvedere Drive Tenant LLC
1 Glenwood Ave Tenant LLC
1 Lincoln Street Tenant LLC
1 Milk Street Tenant LLC
1 Post Street Tenant LLC
1 South Dearborn Street Tenant LLC
1 Union Square West HQ LLC
10 East 38th Street Tenant LLC
10 East 40th Street HQ LLC
100 Bayview Circle Tenant LLC
100 Broadway Tenant LLC
100 S State Street Tenant LLC
100 Summer Street Tenant LLC
10000 Washington Boulevard Tenant LLC
1001 Woodward Ave Tenant LLC
1003 East 4th Place Tenant LLC
101 East Washington Street Tenant LLC
101 Marietta Street Northwest Tenant LLC
101 North 1St Avenue Tenant LLC
10250 Constellation Tenant LLC
1031 South Broadway Tenant LLC
10585 Santa Monica Boulevard Tenant LLC
10845 Griffith Peak Drive Tenant LLC
10885 Ne 4th Street Tenant LLC
109 S 5Th Street Tenant LLC
10900 Stonelake Boulevard Tenant LLC
1099 Stewart Street Tenant LLC
11 Park Pl Tenant LLC
110 110th Avenue Northeast Tenant LLC
110 Corcoran Street Tenant LLC
110 Wall Manager LLC
1100 15th Street Nw Tenant LLC
1100 Ludlow Street Tenant LLC
1100 Main Street Tenant LLC
1111 Broadway Tenant LLC
1111 West 6th Street Tenant LLC
1114 W Fulton Market Q LLC
1115 Broadway Q LLC
1115 Howell Mill Road Tenant LLC
1115 W Fulton Market Q LLC
115 Broadway Tenant LLC
115 East 23Rd Street Tenant LLC
1150 South Olive Street Tenant LLC
1155 Perimeter Center West Tenant LLC
1155 West Fulton Street Tenant LLC
1156 6th Avenue Tenant LLC
117 NE 1St Ave Tenant LLC
1175 Peachtree Tenant LLC
11801 Domain Blvd Tenant LLC
12 East 49th Street Tenant LLC
12 South 1st Street Tenant LLC
120 West Trinity Place Tenant LLC
1200 17th Street Tenant LLC
1200 Franklin Avenue Tenant LLC
1201 3rd Avenue Tenant LLC
1201 Wills Street Tenant LLC
1201 Wilson Blvd Tenant LLC
12130 Millennium Drive Tenant LLC
1240 Rosecrans Tenant LLC
125 S Clark Street Tenant LLC
125 West 25th Street Tenant LLC
12655 Jefferson Blvd Tenant LLC
128 South Tryon Street Tenant LLC
130 5th Avenue Tenant LLC
130 Madison Avenue Tenant LLC
130 W 42nd Street Tenant LLC
1305 2nd Street Q LLC
1330 Lagoon Avenue Tenant LLC
1333 New Hampshire Avenue Northwest Tenant LLC
135 E 57th Street Tenant LLC
135 Madison Ave Tenant LLC
1372 Peachtree Street NE Tenant LLC
1389 Peachtree Street Northwest Tenant LLC
1400 Lavaca Street Tenant LLC
1410 Broadway Tenant LLC
1411 4th Avenue Tenant LLC
142 W 57th Street Tenant LLC
1430 Walnut Street Tenant LLC
1440 Broadway Tenant LLC
1448 NW Market Street Tenant LLC
1449 Woodward Avenue Tenant LLC

145 W 45th Street Tenant LLC
1450 Broadway Tenant LLC
1453 3rd Street Promenade Q LLC
1455 Market Street Tenant LLC
1460 Broadway Tenant LLC
148 Lafayette Street Tenant LLC
149 5th Avenue Tenant LLC
149 Madison Avenue Tenant LLC
15 West 27th Street Tenant LLC
150 4th Ave N Tenant LLC
152 3rd Street Tenant LLC
1525 11th Ave Tenant LLC
1535 Broadway Tenant LLC
154 W 14th Street Tenant LLC
1547 9th Street HQ LLC
1557 West Innovation Way Tenant LLC
1560 Broadway Tenant LLC
16 East 34th Street Tenant LLC
160 Varick Street Tenant LLC
160 W Santa Clara St Tenant LLC
1600 7th Avenue Tenant LLC
1601 Elm Street Tenant LLC
1601 Market Street Tenant LLC
1601 Vine Street Tenant LLC
161 Avenue of the Americas Tenant LLC
1615 Platte Street Tenant LLC
1619 Broadway Tenant LLC
166 Geary Street HQ LLC
1660 Lincoln Street Tenant LLC
167 N Green Street Tenant LLC
1700 Lincoln Street Tenant LLC
1701 Rhode Island Avenue Northwest Tenant LLC
1725 Hughes Landing Boulevard Tenant LLC
1730 Minor Avenue Tenant LLC
17300 Laguna Canyon Road Tenant LLC
177 E Colorado Blvd Tenant LLC
1775 Tysons Boulevard Tenant LLC
18 West 18th Street Tenant LLC
180 Geary Street HQ LLC
180 Sansome Street Tenant LLC
1814 Franklin St Q LLC
18191 Von Karman Avenue Tenant LLC
1825 South Grant Street Tenant LLC
1828 Walnut St Tenant LLC

183 Madison Avenue Q LLC
1840 Gateway Dr Tenant LLC
185 Madison Avenue Tenant LLC
18691 Jamboree Road Tenant LLC
1875 K Street NW Tenant LLC
1881 Broadway Hq LLC
1900 Market Street Tenant LLC
1900 Powell Street Tenant LLC
1910 North Ola Avenue Tenant LLC
1920 McKinney Ave Tenant LLC
195 Montague Street Tenant LLC
199 Water Street Tenant LLC
2 Belvedere Drive Tenant LLC
2 Embarcadero Center Tenant LLC
2 North Lasalle Street Tenant LLC
20 W Kinzie Tenant LLC
200 Berkeley Street Tenant LLC
200 Massachusetts Ave NW Tenant LLC
200 Portland Tenant LLC
200 South Biscayne Blvd Tenant LLC
200 South Orange Avenue Tenant LLC
200 Spectrum Center Drive Tenant LLC
201 Spear St Tenant LLC
2031 3Rd Ave Tenant LLC
205 Hudson Street Tenant LLC
205 North Detroit Street Tenant LLC
21 Penn Plaza Tenant LLC
210 N Green Partners LLC
210 N Green Promoter LLC
2120 Berkeley Way Tenant LLC
21255 Burbank Boulevard Tenant LLC
214 West 29th Street Tenant LLC
22 Cortlandt Street HQ LLC
2201 Broadway Tenant LLC
221 6th Street Tenant LLC
2211 Michelson Drive Tenant LLC
222 Kearny Street Tenant LLC
222 North Sepulveda Tenant LLC
222 S Riverside Plaza Tenant LLC
2221 Park Place Tenant LLC
2222 Ponce De Leon Blvd Tenant LLC
225 South 6th St Tenant LLC
225 W 39th Street Tenant LLC
229 West 36th Street Tenant LLC
231 11th Ave Tenant LLC
2323 Delgany Street Tenant LLC

24 Farnsworth Street Q LLC
2-4 Herald Square Tenant LLC
2401 Elliott Avenue Tenant LLC
2420 17th Street Tenant LLC
2425 East Camelback Road Tenant LLC
245 Livingston St Q LLC
25 West 45th Street Hq LLC
250 E 200 S Tenant LLC
250 Park Avenue Tenant LLC
255 Giralda Avenue Tenant LLC
255 Greenwich Street Tenant LLC
255 S King St Tenant LLC
2600 Executive Parkway Tenant LLC
2700 Post Oak Blvd. Tenant LLC
27-01 Queens Plaza North Tenant LLC
2755 Canyon Blvd WW Tenant LLC
28 2nd Street Tenant LLC
28 West 44th Street Hq LLC
29 West 30th Street Tenant LLC
30 Hudson Street Tenant LLC
30 Wall Street Tenant LLC
300 Morris Street Tenant LLC
300 Park Avenue Tenant LLC
3000 Olym Boulevard Tenant LLC
3000 S Robertson Blvd Q LLC
3001 Bishop Drive Tenant LLC
3003 Woodbridge Ave Tenant LLC
3090 Olive Street Tenant LLC
31 St James Ave Tenant LLC
3101 Park Boulevard Tenant LLC
311 W 43rd Street Tenant LLC
3120 139th Avenue Southeast Tenant LLC
315 East Houston Tenant LLC
315 W 36th Street Tenant LLC
316 West 12th Street Tenant LLC
3200 Park Center Drive Tenant LLC
3219 Knox Street Tenant LLC
3280 Peachtree Road NE Tenant LLC
33 Arch Street Tenant LLC
33 East 33rd Street Tenant LLC
33 Irving Tenant LLC
330 North Wabash Tenant LLC
3300 N. Interstate 35 Tenant LLC
332 S Michigan Tenant LLC
333 West San Carlos Tenant LLC
3365 Piedmont Road Tenant LLC
340 Bryant Street Hq LLC
345 4th Street Tenant LLC
345 West 100 South Tenant LLC
35 East 21St Street Hq LLC
353 Sacramento Street Tenant LLC
35-37 36th Street Tenant LLC
360 NW 27th Street Tenant LLC
3600 Brighton Boulevard Tenant LLC
38 West 21St Street Tenant LLC
385 5th Avenue Q LLC
3900 W Alameda Ave Tenant LLC
391 San Antonio Road Tenant LLC
40 Water Street Tenant LLC
400 California Street Tenant LLC
400 Capitol Mall Tenant LLC
400 Concar Drive Tenant LLC
400 Lincoln Square Tenant LLC
400 Spectrum Center Drive Tenant LLC
4005 Miranda Ave Tenant LLC
401 San Antonio Road Tenant LLC
404 Fifth Avenue Tenant LLC
4041 Macarthur Boulevard Tenant LLC
405 Mateo Street Tenant LLC
408 Broadway Tenant LLC
410 North Scottsdale Road Tenant LLC
414 West 14th Street Hq LLC
415 Mission Street Tenant LLC
419 Park Avenue South Tenant LLC
420 5th Avenue Q LLC
420 Commerce Street Tenant LLC
424 Fifth Avenue Holdings LLC
424-438 Fifth Avenue Tenant LLC
428 Broadway Tenant LLC
429 Lenox Ave Tenant LLC
430 Park Avenue Tenant LLC
4311 11th Avenue Northeast Tenant LLC
433 Hamilton Avenue Tenant LLC
437 5th Avenue Q LLC
437 Madison Avenue Tenant LLC
44 East 30th Street Hq LLC
44 Montgomery Street Tenant LLC
44 Wall Street HQ LLC
448 North Lasalle Street Tenant LLC
45 West 18th Street Tenant LLC
450 Lexington Tenant LLC
460 Park Ave South Tenant LLC

460 West 50 North Tenant LLC
475 Sansome St Tenant LLC
483 Broadway Tenant LLC
49 West 27th Street Hq LLC
490 Broadway Tenant LLC
50 W 28th Street Tenant LLC
500 11th Ave North Tenant LLC
500 7th Avenue Tenant LLC
501 Boylston Street Tenant LLC
501 East Kennedy Boulevard Tenant LLC
501 East Las Olas Blvd Tenant LLC
501 Eastlake Tenant LLC
5049 Edwards Ranch Tenant LLC
505 Main Street Tenant LLC
505 Park Avenue Q LLC
50-60 Francisco Street Tenant LLC
511 W 25th Street Tenant LLC
515 Folsom Street Tenant LLC
515 N State Street Tenant LLC
5161 Lankershim Boulevard Tenant LLC
5215 North O'Connor Boulevard Tenant LLC
524 Broadway Tenant LLC
525 Broadway Tenant LLC
53 Beach Street Tenant LLC
540 Broadway Q LLC
545 Boylston Street Q LLC
546 5th Avenue Tenant LLC
550 7th Avenue Hq LLC
550 Kearny Street Hq LLC
57 E 11th Street Tenant LLC
575 5th Avenue Tenant LLC
575 Lexington Avenue Tenant LLC
5750 Wilshire Boulevard Tenant LLC
5960 Berkshire Lane Tenant LLC
599 Broadway Tenant LLC
6 East 32nd Street Ww Q LLC
600 B Street Tenant LLC
600 California Street Tenant LLC
600 H Apollo Tenant LLC
6001 Cass Avenue Tenant LLC
601 South Figueroa Street Tenant LLC
606 Broadway Tenant LLC
609 5th Avenue Tenant LLC
609 Greenwich Street Tenant LLC
609 Main Street Tenant LLC
611 North Brand Boulevard Tenant LLC
615 S. Tenant LLC
625 Massachusetts Tenant LLC
625 West Adams Street Tenant LLC
63 Madison Avenue Tenant LLC
65 East State Street Tenant LLC
650 California Street Tenant LLC
6543 South Las Vegas Boulevard Tenant LLC
655 15th Street Nw Tenant LLC
655 Montgomery St Tenant LLC
655 New York Avenue Northwest Tenant LLC
660 J Street Tenant LLC
660 North Capitol St NW Tenant LLC
6655 Town Square Tenant LLC
67 Irving Place Tenant LLC
6900 North Dallas Parkway Tenant LLC
695 Town Center Drive Tenant LLC
7 West 18th Street Tenant LLC
700 K Street NW Tenant LLC
700 North Miami Tenant LLC
700 SW 5Th Tenant LLC
708 Main St Tenant LLC
71 5th Avenue Tenant LLC
71 Stevenson Street Q LLC
711 Atlantic Ave Tenant LLC
725 Ponce De Leon Ave Ne Tenant LLC
7272 Wisconsin Avenue Tenant LLC
729 Washington Ave Tenant LLC
7300 Dallas Parkway Tenant LLC
731 Sansome Street Tenant LLC
75 Arlington Street Tenant LLC
75 E Santa Clara Street Tenant LLC
75 Rock Plz Tenant LLC
750 Lexington Avenue Tenant LLC
750 White Plains Road Tenant LLC
755 Sansome Street Tenant LLC
756 W Peachtree Tenant LLC
77 Sands Tenant LLC
77 Sands WW Corporate Tenant LLC
77 Sleeper Street Tenant LLC
7761 Greenhouse Rd Tenant LLC
777 6th Street NW Tenant LLC
78 SW 7th Street Tenant LLC
8 W 40th Street Tenant LLC

80 M Street SE Tenant LLC
800 Bellevue Way Tenant LLC
800 Market Street Tenant LLC
800 North High Street Tenant LLC
801 B. Springs Road Tenant LLC
808 Wilshire Boulevard Tenant LLC
820 18th Ave South Tenant LLC
821 17th Street Tenant LLC
83 Maiden Lane Q LLC
830 Brickell Plaza Tenant LLC
830 NE Holladay Street Tenant LLC
8305 Sunset Boulevard Hq LLC
8687 Melrose Avenue Tenant LLC
8687 Melrose Green Tenant LLC
88 U Place Tenant LLC
880 3rd Ave Tenant LLC
881 Peachtree Street Northeast Tenant LLC
8910 University Center Lane Tenant LLC
90 South 400 West Tenant LLC
901 North Glebe Road Tenant LLC
901 Woodland St Tenant LLC
902 Broadway Tenant LLC
920 5th Ave Tenant LLC
920 SW 6th Avenue Tenant LLC
9200 Timpanogos Highway Tenant LLC
925 4th Avenue Tenant LLC
925 N La Brea Ave Tenant LLC
9670416 Canada Inc.
9777 Wilshire Boulevard Q LLC
980 6th Avenue Tenant LLC
9830 Wilshire Boulevard Tenant LLC
99 Chauncy Street Q LLC
99 High Street Tenant LLC
Ark Investment Group Holdings LLC
Bird Investco LLC
CD Locations LLC
Cities By We LLC
Clubhouse TS LLC
Common Coffee LLC
Common Desk Daymaker LLC
Common Desk De LLC
Common Desk Holdings LLC
Common Desk Oc LLC
Common Desk Operations LLC
Common Desk West 7th LLC
Creator Fund Managing Member LLC
Euclid LLC
Fieldlens LLC
Five Hundred Fifth Avenue Hq LLC
Hub Tenant LLC, The
Insurance Services By Wework LLC
Legacy Tenant LLC
Mailroom Bar at 110 Wall LLC
Missionu PBC
One Gotham Center Tenant LLC
One Metropolitan Square Tenant LLC
Parkmerced Partner LLC
Play By Wework LLC
Powered By We LLC
Project Caesar LLC
Project Standby I LLC
Prolific Interactive LLC
Pxwe Facility & Asset Management Services LLC
South Tryon Street Tenant LLC
Spacious Technologies LLC
Waltz Merger Sub LLC
We Co. Management Holdings LP, The
We Co. MC LLC, The
We Co. Worldwide Ltd., The
We Rise Shell LLC
We Work 154 Grand LLC
We Work 349 5th Ave LLC
We Work Management LLC
We Work Retail LLC
Weinsure Holdco LLC
Welkio LLC
Wework 156 2nd LLC
Wework 175 Varick LLC
Wework 25 Taylor LLC
Wework 261 Madison LLC
Wework 54 West 40th LLC
Wework Asset Management LLC
Wework Bryant Park LLC
Wework Capital Advisors LLC
Wework Commons LLC
Wework Construction LLC
Wework Cos. (International) BV
Wework Cos. LLC
Wework Cos. Partner LLC
Wework Cos. US LLC
Wework Holdings LLC

Wework Inc.
Wework Interco LLC
Wework La LLC
Wework Labs Entity LLC
Wework Little West 12th LLC
Wework Magazine LLC
Wework Real Estate LLC
Wework Services LLC
Wework Space Services Inc.
Wework Space Services LLC
Wework Wellness LLC
Wework Workplace LLC
Wildgoose I LLC
WW 1010 Hancock LLC
WW 107 Spring Street LLC
WW 11 John LLC
WW 110 Wall LLC
WW 111 West Illinois LLC
WW 115 W 18th Street LLC
WW 1161 Mission LLC
WW 120 E 23rd Street LLC
WW 1328 Florida Avenue LLC
WW 1550 Wewatta Street LLC
WW 1601 Fifth Avenue LLC
WW 1875 Connecticut LLC
WW 2015 Shattuck LLC
WW 205 E 42nd Street LLC
WW 210 N Green LLC
WW 220 NW Eighth Avenue LLC
WW 222 Broadway LLC
WW 2221 South Clark LLC
WW 240 Bedford LLC
WW 25 Broadway LLC
WW 26 JS Member LLC
WW 312 Arizona LLC
WW 350 Lincoln LLC
WW 379 W Broadway LLC
WW 401 Park Avenue South LLC
WW 5 W 125th Street LLC
WW 500 Yale LLC
WW 51 Melcher LLC
WW 520 Broadway LLC
WW 535 Mission LLC
WW 555 West 5th Street LLC
WW 5782 Jefferson LLC
WW 600 Congress LLC
WW 641 S Street LLC
WW 718 7th Street LLC
WW 745 Atlantic LLC
WW 79 Madison LLC
WW 81 Prospect LLC
WW 811 West 7th Street LLC
WW 85 Broad LLC
WW 995 Market LLC
WW Brooklyn Navy Yard LLC
WW Buildco LLC
WW Co-Obligor Inc.
WW Enlightened Hospitality Investor LLC
WW Holdco LLC
WW Journal Square Holdings LLC
WW Journal Square Member LLC
WW Onsite Services Aag LLC
WW Onsite Services Exp LLC
WW Onsite Services LLC
WW Onsite Services Sfi LLC
WW Onsite Services Sum LLC
WW Project Swift Development LLC
WW Project Swift Member LLC
WW Vendorco LLC
WW Worldwide CV
WWCO Architecture Holdings LLC

SCHEDEULE 1(b)

CURRENT AND FORMER DIRECTORS AND OFFICERS

Aronzon, Paul
Catalano, Susan
Clavel, Alex
Greenspan, Peter
Keglevic, Paul
Lapuma, Elizabeth
Miller, Henry S.
Neumann, Adam
Parekh, Vikas
Swidler, Pam
Tolley, David
Wehner, Kurt
Yazbeck, Anthony

SCHEDULE 1(c)

BANKRUPTCY JUDGES AND COURT STAFF

Altenburg, Andrew B., Jr.

Ferguson, Kathryn C.

Gambardella, Rosemary

Gravelle, Christine M.

Kaplan, Michael B.

Meisel, Stacey L.

Naughton, Jeanna A.

Papalia, Vincent F.

Poslusny, Jerrold N., Jr.

Sherwood, John K.

SCHEDULE 1(d)

BANKS, LENDERS, AGENTS, AND PAYMENT PROCESSORS

Adyen NV
Bank of America NA, Tokyo Branch
Citibank Europe plc, Hungarian Branch Office
Citibank NA
Citibank NA, London Branch
Cybersource
Deutsche Bank AG, London Branch
Goldman Sachs Asset Management LP
Goldman Sachs Bank USA
Goldman Sachs International Bank
HSBC Bank USA NA
JPMorgan Chase Bank Luxembourg SA
JPMorgan Chase Bank NA
JPMorgan Chase Bank NA, Johannesburg
JPMorgan Chase Bank NA, London Branch
JPMorgan Chase Bank, Amsterdam
JPMorgan Chase Bank, London
JPMorgan Chase Bank, Toronto
Kroll Agency Services Ltd.
Mizuho Bank Ltd.
Natixis, Hong Kong Branch
OneIM Fund I LLP
Societe Generale, Hong Kong Branch
Stripe Inc.
US Bank Trust Co. NA
Wells Fargo Bank NA

SCHEDULE 1(e)

CUSTOMERS

SCHEDULE 1(f)

BANKRUPTCY PROFESSIONALS

Alvarez & Marsal North America LLC
Cole Schotz PC
Cooley LLP
Davis Polk & Wardwell LLP
Ducera Partners LLC
Epiq Corporate Restructuring LLC
Freshfields Bruckhaus Deringer LLP
Greenberg Traurig LLP
Hilco Global
Houlihan Lokey Capital Inc.
Munger Tolles & Olson LLP
Piper Sandler & Co.
PJT Partners LP
Province Inc.
Weil Gotshal & Manges LLP
Wollmuth Maher & Deutsch LLP

SCHEDULE 1(g)

EQUITY HOLDERS

Cupar Grimmond LLC

SB WW Holdings (Cayman) Ltd.

Softbank

SVF Endurance (Cayman) Ltd.

SVF II WW Holdings (Cayman) Ltd.

SCHEDULE 1(h)

INSURANCE

1389 Peachtree Street LP
1711 Rhode Island Owner LLC
575 Lex Property Owner LLC
601 Metropolitan Square LLC
729 Washington Property Owner LLC
881 Peachtree Street LLC
AAT Lloyd District LLC
AB Metro Properties Ltd.
AG-Erep East Kennedy Owner LLC
AIG Property Casualty Co.
AIG Specialty Insurance Co.
AIU Insurance Co.
Allianz Global US Risk Insurance Co.
American Bankers Insurance Co. of Florida
Americani International Group Inc.
Arch Specialty Insurance Co.
Argo Group International Holdings Ltd.
Argonaut Insurance Co.
Aspen American Insurance Co.
BCSP Circa Property LLC
Beazley Insurance Co.
Berkley Insurance Co.
Canopius Insurance Services
Capitol View
Chubb
Continental Casualty Co.
Continental Insurance Co.
Crp/Mi West Loop Owner LLC
Endurance American Insurance Co.
Endurance Assurance Corp.
Federal Insurance Co.
Giralda PB LLC
Greenwich Insurance Co.
GW Property Services LLC
Hiscox Insurance Co.
Illinois National Insurance Co.
Illinois Union Insurance Co.
KBSIII Legacy Town Center LLC
Ma-100 Summer Street Owner LLC
Madison Centre LLC
Mikoma Electric LLC
National Casualty Co.
National Union Fire Insurance Co.
Nationwide
Philadelphia Indemnity Insurance Co.
Pioneer Underwriters – Syndicate Number
1980
QBE Insurance Co.
Red Development
RenaissanceRe – Syndicate Number 1458
RLI Insurance Co.
Royal & Sun Alliance Insurance Co. of
Canada
RSUI Indemnity Co.
Sompo America Insurance Co.
Station Square 4670 Assembly LP
Sunset North LLC
T-C 4th & Madison LLC
Tokio Marine Hcc
TSSP LLC
U.S. Specialty Insurance Co.
VGB 990 Aoa LLC
Wasserstein Enterprises LLC
Westchester Fire Insurance Co.
XL Specialty Insurance Co.
Zurich American Insurance Co.

SCHEDULE 1(i)

LANDLORDS, LEASE REJECTION COUNTERPARTIES, AND GUARANTOR LANDLORDS

0862223 BC Ltd.	222 Broadway Owner LLC
10 East 38th Street Co. LLC	229 West 36th Street Tenant LLC
100 Summer Owner LLC	2420 17th Street LLC
1001 Dominion Square Management Inc.	255 South King Street LP
1001 Webward Master Tenant LLC	2600 CR LLC
101 North First Avenue LLC	260-261 Madison Avenue LLC
1045 Howe Street Holdings Ltd.	270B Metropolitan Square LLC
1090 Pender Properties Ltd.	2755 Canyon Boulevard LLC
11 Park Place LLC	29 West Manager LLC
110 Wall Street LP	3000 S Robertson Property Owner LLC
1100 15th Street LLC	3000 S. Robertson Property Owner LLC
1156 APF LLC	34 South 11th Street LP
120 East 16th Street Co. LLC	36 LLC
1201 Tab Owner LLC	385 Fifth Avenue LLC
120MG Jersey Ltd.	400 California LLC
130 Wood Street Trustees Ltd.	400 Spectrum Holdings LLC
130W42 Opc0 LLC	408 Bway Realty LLC
1389 Peachtree Street LP	419 Park Avenue South Associates LLC
1440 Broadway (NY) Owner LLC	44 Wall Street Holdings LP
1450 Broadway LLC	448 North LaSalle LLC
1460 Leasehold Swighm LLC	460 Park Avenue South Associates LLC
149 Fifth Ave. Corp.	490 Lower Unit LP
1547 9th LLC	500 Fifth Avenue (New York) LLC
1619 Broadway Realty LLC	500-512 Seventh Avenue LP
1701 Rhode Island Inc.	520 Broadway Owner LLC
17-18 Management Co. LLC	54 West 40th Realty LLC
177 Colorado Owner LLC	550 Stewart Acquisition LLC
1814 Franklin Investors LLC	575 Lex Property Owner LLC
18191 Von Karman Avenue Tenant LLC	58508 Alberta Ltd.
183 Madison Owner APF LP	599-6 LLC
185 Madison Avenue LLC	600 B Street San Diego Owner LLC
1900 McKinney Harwood LLC	600 California Owner LLC
195 Montague Owner LLC	6001 Cass LLC
2 Ninth Avenue Partners LLC	601 Metropolitan Square LLC
200 Portland Street LLC	625 Mass Ave. Owner LLC
200 Spectrum Center Drive LLC	625 W. Adams LLC
2000 Sierra Point Parkway LLC	655 New York LLC
2015 Main Partnership	6763332 Canada Inc.
2016 Soho LLC	6E32 Fee Owners LLC
221 W. 6th Street (TX) Owner LLC	711 Atlantic Avenue Co. LLC
2211 Michelson Holdings LLC	77 Leadenhall Ltd.

77 Sands Owner LLC
79 Madison LLC
80 Lafayette Associates LLC
800 Market Street LLC
800 N. High Investments LLC
801 Barton Springs Owner LLC
8440 Cambie Nominee Corp.
85 Broad Street Property Owner LLC
881 Peachtree Street LLC
A&A UKI Three Ltd.
A+E Immobilienverwaltungs GmbH & Co.
KG
AAA Northeast
Aareal Capital Corp.
AAT Lloyd District LLC
AB 40th Street LLC
AB Metro Properties Ltd.
Abner Properties Co.
Acorns Grow Inc.
Administradora Jockey Plaza Shopping
Center SA
Afiaa 125 West 25th Street LLC
AG Beltane 33 Queen BV
AG Redstone Owner LP
AG-LC Warner Center Phase IV Owner LP
AGLM IMMO
Agre Williams Square Holdings LLC
AL 511 West 25th Street Owner LLC
Aldwych Investments Ltd.
Alese SAC
Alida Grundstucksgesellschaft Mbh & Co.
KG
Allen Matkins Leck Gamble Mallory &
Natsis LLP
Allianz Lebensversicherungs AG
Allianz Private Krankenversicherungs AG
Allianz SpA
Alston & Bird LLP
Amazonia Administracao E Locacoes Ltda.
AMCO 120 West Trinity
Amerant Bank NA
AMF Pensionsforsakring AB
Amundi Re Italia Sgr SpA
AP The Hill Owner LLC
AP Victory Park LP
APF 28 West 44 Owner LP
Apollo Technology Platform Inc.
Apple Bank For Savings
Archlane Ltd.
Argonaut Insurance Co.
ARI SP Nominee Inc.
ARI SP1 Nominee Inc.
Arnold & Porter Kaye Scholer LLP
Arrendadora Nest SA de CV
Asana Partners Fund III REIT 1 LLC
Atim Universite SCI
Atrium North Tower BV
Avenida Capital De Colombia SAS
Aviva Life & Pensions UK Ltd.
BA1 2201 Broadway LLC
Banca Mifel SA Multiple Banking
Institution Trust Division
Banca Mifel, Sociedad Anonima, Institucion
De Banca Multiple, Como Fiduciaria En
El Fideicomiso Banca Mifel Fideicomiso
1664/2013
Banco Actinver
Banco Actinver SA
Banco Actinver SA Institution De Banca
Multiple
Banco Monex SA
Bank of America Merrill Lynch Real Estate
Structured Finance Servicing Nc1-026-
06-01
Bank of America NA
Bank of East Asia Ltd., The
Bank of New York Mellon, The
Bank of The Ozarks
Bank OZK
BCAL 44 Montgomery Property LLC
BCAL Gateway Property LLC
BCSP 330 North Wabash Property LLC
BCSP 515 North State Street LLC
BCSP 8 600 Property LP
BCSP Circa Property LLC
BCSP Crossroads Property LLC
BCSP Denver Property LLC
Bcsp Vii Investments LP
BDN 1900 Market Owner LLC
Bellevue Place Office LLC
Belvedere Place JV LLC
BH Centre Head Corp.

BICE Vida Compañía De Seguros SA
Block Younger LLC
Blue Bottle Coffee Inc.
BNY Tower Associates LLC
Boston Properties LP
Botanic Building NV
Brentwood Town Centre LP
Broadway Continental Corp.
Brown Rudnick LLP
Bryan Cave Leighton Paisner LLP
BSREP II SJ Towers LLC
BSREP LLL Orion V REIT LLC
Building at 575 Fifth Office Owner LLC,
The
BXP Madison Centre I LLC
BXP Madison Centre I LLC And BXP
Madison Centre II LLC
BXP Madison Centre II LLC
BXP Mission 535 LP
C&A 483 Broadway LLC
CA 5-15 West 125th LLC
Cab Bedford LLC
Canadian Imperial Bank of Commerce
Canadian Imperial Bank of Commerce Real
Estate Finance Division
Capital & Counties CG Ltd.
Capital & Counties CG Nominee Ltd.
Capitol Crossing I LLC
Capitol View JV-E, a Tennessee General
Partnership
CBD One Pty Ltd.
Cbus Property 5 Martin Place Pty. Ltd.
CCP/MS SSIII Denver Tabor Center 1
Property Owner LLC
Cedar Real Estate Investments plc
Centenario Renta Inmobiliaria SAC
Central Place Office LLC
Centro Comercial Punto Sur SAPI de CV
Cetza Trustees S1 Ltd.
Cetza Trustees S2 Ltd.
CG Cutlers Gardens (Jersey) 2 Ltd.
CG Cutlers Gardens (Jersey) Ltd.
Chevy Chase LLC
Chun, Yang Hyeon
Cibanco SA

Cibanco Sociedad Anonima Institucion De
Banca Multiple Fideicomiso CIB
CIO Bloc 23 LLC
CIO Bloc 83 LLC
CIO Terraces LLC
Cit Bank NA
Citibank NA
Citizens Bank NA
Civic Center Owner LLC
CLDN NY LLC
Clearfork Retail Venture LLC
Cmsreuk Moorgate Propco Ltd.
CMTG Lender 33 LLC
Colisee RE
College Park Coworking LLC
Columbia REIT - 650 California LLC
Commerz Grundbesitz
Investmentgesellschaft MBH
Constellation Place LLC
Cordova II Equities Inc.
Core & Value Advisors LLC
Coref Spencer Property Pty. Ltd.
Corporativo Plaza Del Parque SA de CV
Corrigan Station LLC
Corum Eurion SCPI
Costa E. Oliveira Participacoes Ltda.
Cousins 725 Ponce LLC
Cousins Railyard LP
CP 1875 K Street LLC
CP 7272 Wisconsin Avenue LLC
CP/IPERS Seattle LLC
CR-Chicago 125 South Clark Street LLC
Crystal Realty 1 SAC
CSHV 1600 7th Avenue LLC
CSHV 615 College LLC
CT021 Acquisitions II LLC
Curtis Mallet-Prevost Colt & Mosle LLP
Cushman & Wakefield Inc.
Cushman & Wakefield of California Inc.
CV Latitude 34 LLC
CZ Properties LLC
Daishin Securities Co. Ltd.
Daisho Co. Ltd.
Dame Plaza Property Trading DAC
Dataminr Inc.
Dcv Berlin-Mitte Gmbh & Co. KG

Dellia Investments - Projekt Echo - 115
Spolka Z Ograniczona
Deo Belgium 2 SRL
DEREIF Dublln Harcourt Road SARL
Desarrollos P. Hierro SA de CV
Deutsche Bank AG, New York Branch
Deutsche Bank Mexico SA
Deutsche Bank Trust Co. Americas
Dexus Cpa Pty. Ltd.
Dexus Wholesale Management Ltd.
Diamond Marina II LLC
Diamond Marina LLC
Dixcity Real Estate SA
DLA Piper LLP (US)
Domain Northside Office Property Owner
LP
Douglas Emmett 2014 LLC
DP Leasehold (Illinois) LLC
Dream Office LP
DRN SRO
DTRT 1449 Woodward LLC
DTS Office Holdings LLC
Dunnhumby Ltd.
DWF V 311 W 43rd LLC
DWF V 311 W. 43 Rd. LLC
Eastcheap Luxembourg SARL
Edissimmo & Rivoli Avenir Patrimoine
EIB Studio Square LLC
El Rosal Trust Fund
Eldon Street Ltd.
Elementum SCS
Elisabeth House Nominee No. 1 Ltd.
Elisabeth House Nominee No. 2 Ltd.
Elkins Kalt Weintraub Reuben Gartside LLP
Ellpa Participacoes Patrimoniais e
Empresariais Ltda.
Embarcadero Center Associates
Emmet Marvin & Martin LLP
Engage Inversiones 2014 SL
EPGF (NL) Amsterdam Cooperative UA
Epic (General Partner Russel Square) Ltd.
Epic Lafayette Street LLC
Epic Nominees (Russell Square) Ltd.
Esplanade Owner LLC
European Medicines Agency
European Property Lux Acquico 3 SARL

F1 Stevenson LLC
Fade Promociones SA de CV
Fairway East Kennedy Owner LLC
Fideicomiso Arriendos y Concesiones OFI 7
La Francia
Fideicomiso Arriendos y Concesions OFI 7 -
II
Fideicomiso de Actividades Empresariales
Numero F/4143
Fideicomiso Flormorado Plaza
Fideicomiso Master 8111
Fideicomiso Oficinas WeWork Atlantica
Fideicomiso Patrimonio Autonomo Torre
Aconstruir
Fideicomiso Torre Calle 100
Fife Y&G Pty. Ltd.
First Property Group plc
Flagstar Bank NA
Focheong Pty. Ltd.
Fondo de Capital Privado Fondo
Inmobiliario Colombia
Forethought Life Insurance Co.
Fundo de Investimento Imobiliario – FII
Torre Almirante
Fundo de Investimento Imobiliario - FII
Torre Norte
Fundo de Investimento Imobiliário - FII
Torre Norte
Fundo de Investimento Imobiliario JK D -
FII
Fundo de Investimentos Imobiliarios Multi
Renda Urbana
Fundo de Investimento Imobiliario - FII
Prime Portifolio
Fundo de Investimento Imobiliario TM-FII
G.S. 505 Park LLC
Gaia Realizacoes Imobiliarias Ltda.
Galewood Ltd.
Gamma Sudamericana SA
Garber, Ricardo Elías
Gateway Property Owner LLC
Gazprom Germania GmbH
GC 123 BPR Ltd.
Geary-Stockton Realty LLC
Geciter SAS
Generali Real Estate SGR SpA

Gibson Dunn & Crutcher LLP
Giralda Complex LLC
Giralda PB LLC
GJP Bossa Nova Empreendimentos SA
Godo Kaisha Minori Investment
Goldberg Weprin Finkel Goldstein LLP
Goldman Sachs International Bank
Goldman Sachs Lending Partners LLC
Gorsuch Street Development Ltd.
GP Commercial JPM LLC
GPT Funds Management Ltd.
Grandland Management Ltd.
Greenberg Traurig LLP
GRE-F 222 Kearny Fee LLC
GRE-F 222 Kearny Leasehold LLC
Grunwalder Grundvermogen GmbH
Grupo Accionario Colorado SA de CV
Grupo Catalana Occidente Activos
Inmobiliarios SL
Grupo Catalana Occidente Activos
Inmobiliarios SLU
Grupo Patio Oficinas SAC
GS 505 Park LLC
GSJC Master Lessee LLC
GT RP Halcyon LLC
GTIS Atilio Innocenti Empreendimentos Ltda.
GW Property Services LLC
Haakon VIIS Gate 5 Holding AS
Halifax Pension Nominees Ltd.
Hana Property SARL
Hancock S-REIT Sacramento LLC
Hansef Propco GmbH
Haynes & Boone LLP
HBR 1 - Investimentos Imobiliarios Ltda.
HCG Block 69 LP
Heinz Bose Immobilien Verwaltungs GBR
Herald Square Owner LLC
Hesa 112 Investimentos Imobiliarios Ltda.
Hesa 37 - Investimentos Imobiliarios Ltda.
Hghi Schultheiss Quartier GmbH & Co. KG
HL Champion Holding Co. LLC
Holland & Knight LLP
Hoopp Realty Inc.
Hospitals Contribution Fund of Australia Ltd., The
Hpref Ireland (Georges Quay & Court) DAC
HSRE-Portman Tech Square LLC
Hudson 1003 4th Place LLC
Hudson 1099 Stewart Street LLC
Hudson 1455 Market Street LLC
Hudson 405 Mateo LLC
Hudson's Bay Co. ULC
Hullmark (230-240 Richmond) LP
Ilsong Private Qualified Investors Real Estate Investment Co.
Imotur - Fundo Especial de Investimento Imobiliario Fechado
Inmobilia Nivel Cinco Cero Dos SA de CV
Inmobiliaria Puente Ltda.
Inmobiliaria Valle De Colorines SA de CV
Innovation Pointe One LLC
Innovation Pointe Two LLC
Institucion De Banca Multiple
Interlock Atlanta LLC
International Plaza Associates LP
Inversioners Centro Sur SA
Inversiones Montanel SAS
Invesco Real Estate
IQHQ-Aventine West LP
Irish Life Assurance plc
Ivanhoé Cambridge Inc. - PVM
J.G. Capital Hill LLC
Jack Resnick & Sons Inc.
Jack Vogel Associates
Jameson Babbitt Stites & Lombard PLLC
John Hancock Life Insurance Co.
Jones Lang Lasalle Real Estate Services Inc.
Joseph P. Day Realty Corp.
JPMBB Commercial Mortgage Securities Trust 2014-C26
JPMorgan Chase Bank NA
JPPF Waterfront Plaza LP
Jules Lefebvre SAS
Kanji Investment Corp.
Karrev (Reserve) Ltd.
Kasowitz Benson Torres LLP
Kato International LLC
Katten Muchin Rosenman LLP
Kaye Scholer LLP
KBSIII 201 Spear Street LLC
KBSIII Legacy Town Center LLC

Kinea Investimentos Ltda.
Kingboard Moor Place SARL
Kingsclub Development Inc.
Koffman Kafele LLP
KRE Summit 1, 2, Owner LLC
KS SP Nominee Inc.
KS Sp1 Nominee Inc.
L. Charney 1410 Broadway LLC
La375 WW SA de CV
Ladder Capital Finance LLC
Laffite Pierre
Lakeshore Land Lessee PT LLC
Landings 2 Propco SARL
Lasalle Brokerage Inc.
Laurelgrove Ltd.
Law Offices of David J. Feit, Esq., PLLC
Lawland Corp.
LBA RV - Co. IX LP
LCL Global-Golden Gate LLC
LCM EU Investment 1 SARL
Legacy West Investors LP
Lendinvest Secure Trustees Ltd.
Lendlease (Daramu House) Pty. Ltd.
Lenox 429 Avenue Inc.
LF Gramercy Property Co. LLC
LF Greenwich LLC
LHREV Austin University Park LP
Libercorner SA
Liberty Market Building Two LP
LIC Site B-1 Owner LLC
Lifetime Adelaide Street Inc.
Lincoln Street Property Owner LLC
Link Properties Investimentos Imobiliarios Ltda.
Loeb & Loeb LLP
Lore BCA 2120 LP
Loro Piana SpA
LS2 Office LLC
LUX Europa III SARL
LVA4 Atlanta Colony Square LP
LV-Patio Renta Inmobiliaria III SpA
M&G Ltd.
Madison Avenue Leasehold LLC
Madison-OFC 5161 CA LLC
Maguire Properties-555 W. Fifth LLC
Manufacturers Life Insurance Co., The
Maplestone Ltd.
Marble Range Ltd.
Market Holdings Co. LLC
Market Place Torres Ltda.
Marks & Spencer plc
Mayore Estates LLC
MC 19 East Houston LLC
MC 71 Fifth Avenue Realty LLC
McGavock Pike Partners GP
MCP Hub I Property LLC
Mennica Towers GGH MT Spolka Z
Organiczona Odpowiedzialnoscia SKA
MEPT 475 Sansome Street LLC
MET Tower Owner LLC
Metropolitan Life Insurance Co.
Metropolitan Life Insurance Co., Law Department
MMG Properties Ltd.
Monex Grupo Financiero
Monroe, James
Moore, Douglas Ricardo
Morrison & Foerster LLP
Morrison Cohen LLP
Mozaic East LLC
MPG St Katharine Nominee Two Ltd.
MPG St Katherine Nominee Ltd.
MSI Holyoke LLC
MT Back Bay One LLC
Namor Realty Co. LLC
Narland Management Services Partnership
National Farmers Union Mutual Insurance Society Ltd., The
Natixis Real Estate Capital LLC
Natixis, New York Branch
Neumann, Adam
New Roman House Ltd.
Newmark Group Inc.
North West House One Guernsey PTC Ltd.
North West House Two Guernsey PTC Ltd.
NP 18th & Chet LLC
NPS 3 Propco SARL
NW 524 Soho LLC
O&R Ltd.
OBS REIT LLC
OCC Commercial LLC
Old Street (Jersey) 1 Ltd.

Old Street Trustee (Jersey) 1 Ltd.
Old Street Trustee (Jersey) 2 Ltd.
Olive/Hill Street Partners LLC
Olshan Frome Wolosky LLP
Omers Realty Corp.
One Metropolitan Square Tenant LLC
One Town Center Associates
Onni Brand LP
Onni Manhattan Towers LP
OOO Kvartal 674-675
Opera Italiens SNC
Optrust West Pender Inc.
Oskar 20 GmbH & Co. KG
OSS 2016 LLC
Pacific Design Center 1 LLC
Pacific Red LLC
PAM Connecta Trust
Parhaus
Park 430 Operating Co. LLC
Park Place Associates Ltd.
Parlex 3A Finco LLC
Parnassus Tower BV
Patrizia Oval Ltd.
Patterson Belknap Webb & Tyler LLP
Paul Hastings LLP
PEA Green Owner LLC
Perkins Coie LLP
Perron Investments Pty. Ltd. (Perron)
PF Grand Paris
PFP Holding Co. VI LLC
PH Retail Advisors S de RL de CV
Piazza Partners I LP
Piedmont 1155 PCW LLC
Piedmont Office Realty Trust
Pigment Inc.
Placeholder Labs Inc.
PNB IV Ltd.
PNC Bank NA
Polsinelli PC
Ponte Gadea Biscayne LLC
Portland Administradora Fiduciaria SA
Potsdamer Platz C1 SARL
Power & Light Building LLC
Power House TSSP LLC
Predial JM Imobiliaria E Participacoes SA
Prevu Loans LLC
Principal Life Insurance Co.
Promenade Gateway LP
Property Chancery (UK) Ltd.
Prudential Assurance Co. Ltd., The
Prudential Services Ltd.
Quarry Oaks Owner LP
RAR2 – 222 South Riverside LLC
Redwood Nebraska LP
Refep Spain I SL
Resnick & Sons Inc.
Resnick 255 Greenwich LLC
Resnick Seaport LLC
Rfm Block On Congress I LLC
RFM-KTB CSQ Propco LLC
RFR Holding LLC
RFR/K 77 Sands Owner LLC
RFR/K 81 Prospect Owner LLC
Rio Tinto European Holdings Ltd.
Riverpark Tower I Owner LLC
Robinson Brog Leinwand Greene Genovese & Gluck PC
Roc-Fifth Avenue Associates LLC
Rockhill Management LLC
Rockpoint Group LLC
Romer Debbas LLP
Ronbet 40th Street LLC
Ronbet 437 LLC
Rosenberg & Estis PC
Royal Bank of Canada
Royal London Mutual Insurance Society Ltd., The
RXR 620 Master Lessee LLC
RXR Atlas LLC
Safeguard AI Inc.
Sage Realty Corp.
Samsung SRA Asset Management Co. Ltd.
Santander Holdings USA Inc.
SBP 2 SARL
Schulte Roth & Zabel LLP
Schwartz Levine PLLC
SCI GRE Paneu Coeur Marais
SCI Le France
SCI LF Maillot 2000
SCI New York Fresnel
SCI Stresemann
SCI Trudaine

SDL Partners Ltd.
Seaport B/C Retail Owner LLC
SFI 1111 Broadway LLC
Shape Brentwood LP
Sheley Hall & Williams PC
Sherin & Lodgen LLP
Signature Bank
Sociedad Agrícola Y de Inversiones Cuatro Robles SpA
Societe Immobiliere Camont Inc.
SOF-11 Propco 13 GBP SARL
SOF-11 SBC Propco SARL
SOF-Dearborn LP
SOF-XI PCT Single Tower Owner LLC
Soho AOA Owner LLC
Solidus SA Corretora De Cambio E Valores
Mobiliarios
Somera Road - 1100 Main Street LLC
Spaulding & Slye Investments
Sperber Denenberg & Kahan PC
Spinningfields Unit Trust
SRI Eleven Minneapolis 225 LLC
Stafe 505 WW SA de CV
Stage Shoreditch (Office North) GP Ltd.,
The
Stage Shoreditch (Office South) Nominee
Ltd., The
Stena Realty BV
Sundance East Partners LP
Sunset North Owner LLC
Sunset Park Holdings LLC
Sutton Investment Group Ltd.
SVF Criterion Santa Monica Corp.
Swiss Life Asset Managers France
Takami Space Sp Zoo
T-C 33 Arch Street LLC
T-C 501 Boylston Street LLC
Teachers Insurance & Annuity Association
of America for the Benefit of its Real
Estate Account
Terminus Venture T100 LLC
Terra Capital Partners LLC
Threadneedle Pensions Ltd.
Three Galleria Office Buildings LLC
Tishman Speyer Junghof GmbH & Co. KG
Tjuvholmen Alle 1-5 AS
TMG 1333 New Hampshire Ave LLC
TMG 800 K Street LLC
Tokyu Land Corp.
Tower Nominees No.1 & No. 2 Jersey Ltd.
TPL Property Owner LP
Tranel 1 LLC
Transbay Tower LLC
Trimont Real Estate Advisors UK Ltd.
Trinity Centre LLC
Trinity Hudson Holdings LLC
True Securitizadora SA
Trust Co. (Australia) Ltd., The
Trust Co. (Re Services) Ltd., The
Trust Co. Ltd. ATF the Lav Australia Sub
Trust 1, The
Trustor Torre Calle 100
TS Q207 SARL
TYH Development Co. LLC
UI 55 Colmore Row Ltd.
Unico 250 East 200 South Tower LLC
Unico One Nashville Place LLC
Union Investment Real Estate GmbH
Union Square Associates LLC
Unitarian Universalist Association
United States, Government of the, Postal
Service
Universal-Investment- GmbH
UPD 729 Washington LLC
Upper West Immobilien GmbH & Co. KG
Urbanismo Y Construccion SL
USBC Mortgage Lender LLC
US VI 2 Brickell LLC
Value Invest Immo #2
Vandergrand Properties Co. LP
VBG 990 AOA LLC
Vinci Offices Fundo de Investimento
Imobiliario SA
Vinson & Elkins LLP
VREF Charlemont
VREF Shaftesbury SCS
W&S Properties LLC
Walber 419 Co. LLC
Wallarkaden Beteiligungs GmbH & Co. KG
Walsam 130 MAD LLC
Walsam Twenty-Nine Co.
War Horse Golden Gate LLC

Warschauer Platz Entwicklungsgesellschaft
MBH
Warshaw Burstein LLP
Wasserstein Enterprises LLC
Watermark Tempe I LLC
WAW CED Sp Zoo
Wegweiser & Ehrlich LLC
Wells Fargo Bank NA
Wells REIT II - 80 M. Street LLC
West 18th Street Venture LLC
West 36 TT LLC
West 45 APF LLC
West Pender II LP
Westerman Ball Ederer Miller Zucker &
 Sharfstein LLP
Westfield Fulton Center LLC
WestInvest Gesellschaft Fur
 Investmentfonds MBH
Westminster Meard Street Ltd.
Westview on 12th - Arc LLC
Witting Ton Investments (Properties) Ltd.
Wohio Holding Inc.
Wohl Loewe Stettner Fabricant & Deitz PC
W-SF Goldfinger Owner VIII LLC
Wynwood DS LLC
Yukon Capital SLU
Ziref Lux Netherlands 2 SARL

SCHEDULE 1(j)

LITIGATION COUNTERPARTIES

1814 Franklin Investors LLC	Individual – Redacted
2420 17th Street LLC	Individual – Redacted
260-261 Madison Avenue LLC	Individual – Redacted
400 California LLC	Individual – Redacted
Individual – Redacted	Individual – Redacted
AL 511 West 25th Street Owner LLC	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Indigo Group Inc.
Individual – Redacted	Individual – Redacted
Individual – Redacted	JC Elite Construction Services LLC
Individual – Redacted	Individual – Redacted
Individual – Redacted	Lakeshore Land Lessee PT LLC
Individual – Redacted	Law Offices of Michael S. Lamonsoff, The
Bastion Collective Pty. Ltd.	Individual – Redacted
Bastion Elevate LLC	Individual – Redacted
Bastion Rare LLC	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Cognovi Labs Inc.	New Angel Capital LLC
Individual – Redacted	Individual – Redacted
CP1875 K Street LLC	Parkmerced Investors LLC
CR-Chicago 125 South Clark Street LLC	Individual – Redacted
CT021 Acquisitions II LLC	Polanco, Jose
CTO Realty Growth Inc.	Q Globe
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Detroit, City of (MI)	Individual – Redacted
DP Leasehold (Illinois) LLC	Individual – Redacted
DWF Group	Shareholder Representative Services LLC
Individual – Redacted	Individual – Redacted
Individual – Redacted	Individual – Redacted
Express LLC	Thirteenth Floor Group LLC
Individual – Redacted	Individual – Redacted
George Investment Partners LP	Individual – Redacted

TPL Property Owner LP
United States, Department of the Treasury,
Internal Revenue Service
United States, Government of the, Attorney
General, Southern District of New York
United States, Government of the, Securities
and Exchange Commission
United States, Government of the, Security
and Exchange Commission,
Enforcement Division
Individual – Redacted
Individual – Redacted
Individual – Redacted
War Horse Golden Gate LLC
Individual – Redacted
Individual – Redacted
Individual – Redacted

SCHEDULE 1(k)

NON-DEBTOR AFFILIATES

1 America Square Q Tenant Ltd.
1 Ariel Way Tenant Ltd.
1 George's Quay Tenant Ltd.
1 Lloyd's Avenue Tenant Ltd.
1 Locatellikade Q BV
1 Mark Square Tenant Ltd.
1 Poultry Tenant Ltd.
1 St Katharine's Way Tenant Ltd.
1 St Peter's Square Tenant Ltd.
1 Sussex Street Pty. Ltd.
1 Waterhouse Square Tenant Ltd.
10 East Road Tenant Ltd.
10 Fenchurch Avenue Tenant Ltd.
10 Hazerem Street Tenant Ltd.
100 Harris Tenant Pty. Ltd.
101 Karl-Marx-Straße Tenant GmbH
10-12 Russell Square Q Ltd.
1090 West Pender Street Tenant LP
11 Neue Bahnhofstraße Q GmbH
11 Spittelmarkt Tenant GmbH
114 East 4Th Avenue Tenant LP
119 Marylebone Road Tenant Ltd.
12 Hammersmith Grove Tenant Ltd.
12 Moorgate Tenant Ltd.
120 Moorgate Tenant Ltd.
120 Old Broad St Q Ltd.
120 Spencer Street Pty. Ltd.
123 Buckingham Palace Road Tenant Ltd.
123 Eagle Street Tenant Pty. Ltd.
123 Schönhäuser Allee Tenant GmbH
125 Kingsway Tenant Ltd.
125 Shaftesbury Tenant Ltd.
130 Wood Street Tenant Ltd.
131 Finsbury Pavement Tenant Ltd.
133 Houndsditch Tenant Ltd.
14-16 Great Chapel Tenant Ltd.
142 Old Street Q Tenant Ltd.
142 Wardour Street Tenant Ltd.
144 Menachem Begin Tenant Ltd.
146 Derech Menachem Begin Tenant Ltd.
15 Bishopsgate Tenant Ltd.
15 Herzogstraße Tenant GmbH
150 9 Avenue Southwest Tenant LP
152 Saint Georges Terrace Pty. Ltd.
155 Townsend St Q Tenant Ltd.
16 Efal Tenant Ltd.
16 Helkikey Ha'Or Tenant Ltd.
160 Shelbourne Road Q Ltd.
161 Castlereagh Street Pty. Ltd.
165 Fleet Street Tenant Ltd.
17 St Helen'S Place Tenant Ltd.
184 Shepherds Bush Road Tenant Ltd.
19 Schillerstraße Tenant GmbH
192 Ann Street Tenant Pty. Ltd.
2 Eastbourne Tenant Ltd.
2 Minster Court Tenant Ltd.
2 Southbank Tenant Ltd.
20 Heinrich-Heine-Allee Tenant GmbH
20 Rotherstrasse Tenant GmbH
207 Old Street Tenant Ltd.
21 Soho Square Tenant Ltd.
22 Long Acre Tenant Ltd.
222 Exhibition St Pty Ltd.
23 Schocken Street Tenant Ltd.
242 Prenzlauer Allee Tenant GmbH
25 K Street Pty. Ltd.
25 Turmstraße Tenant GmbH
26 Hatton Garden Tenant Ltd.
260 Queen Street Pty. Ltd.
28-42 Banner Street Q Ltd.
3 Aluf Kalman Magen Tenant Ltd.
3 Cuvrystraße Tenant GmbH
3 Waterhouse Square Tenant Ltd.
30 Churchill Place Tenant Ltd.
30 Ibn Gabirol Tenant Ltd.
31 Handelsstraat Tenant
32 King George Tenant Ltd.
320 Pitt Street Pty. Ltd.
33 Bloor Street East Tenant LP
33 Q Street Tenant Ltd.
33 Rue La Fayette Tenant SAS
333 George Street Pty. Ltd.
345 Bourke Street Tenant Pty. Ltd.
35 Kalvebod Brygge Tenant ApS

37 Shaul Hamelech Boulevard Tenant Ltd.
38 Chancery Lane Tenant Ltd.
383 George Street Tenant Pty. Ltd.
4 Maale Hashichrur Tenant Ltd.
4 Sint-Lazaruslaan Tenant
40 Rue Du Colisée Tenant SAS
40 Tuval Tenant Ltd.
401 Collins Street Tenant Pty. Ltd.
41 Blackfriars Road Tenant Ltd.
42 Charlemont Street Tenant Ltd.
424 Fifth Avenue Junior Holdings LLC
424 Fifth Avenue LLC
424 Fifth Avenue Senior Holdings LLC
45 Haatzmaut Tenant Ltd.
4635 Lougheed Highway Tenant LP
5 Harcourt Road Tenant Ltd.
5 Martin Place Tenant Pty Ltd.
5 Merchant Square Tenant Ltd.
50 Miller Street Pty Ltd.
500 Bloor Street West Tenant LP
50-60 Station Road Tenant Ltd.
51 Eastcheap Tenant Ltd.
52 Bedford Row Tenant Ltd.
53 Belliardstraat Tenant
55 Colmore Row Tenant Ltd.
56 Schildergasse Tenant GmbH
6 Totzeret Haaretz Tenant Ltd.
64 York Street Pty Ltd.
66 King Street Tenant Pty Ltd.
7 Menachem Begin Tenant Ltd.
70 Wilson Street Tenant Ltd.
700 2 Street Southwest Tenant LP
71-91 Aldwych House Tenant Ltd.
72 Knesebeckstraße Tenant GmbH
76-78 Clerkenwell Road Tenant Ltd.
77 Farringdon Road Tenant Ltd.
77 Leadenhall Street Tenant Ltd.
80 George Street Tenant Ltd.
8-14 Meard Street Tenant Ltd.
89-115 Mare Street Tenant Ltd.
90 York Way Tenant Ltd.
91 Baker Street Tenant Ltd.
97 Hackney Road Tenant Ltd.
99 Q Victoria Street Tenant Ltd.
Alexanderplatz 1 Tenant GmbH
Arnulfstraße 60 Tenant GmbH
Axel-Springer-Platz 3 Tenant GmbH
Ballindamm 40 Tenant GmbH
Central Plaza Tenant Ltd.
Chausseestraße 29 Tenant GmbH
Corsham Tenant Ltd.
Dalton Place Tenant Ltd.
Dublin Landings Tenant Ltd.
Eichhornstraße 3 Tenant GmbH
Emprendimientos Y Proyectos Del Peru
SAC
Euclid WW Holdings Inc.
Friedrichstraße 76 Tenant GmbH
Friesenplatz Tenant GmbH
Gänsemarkt 43 Tenant GmbH
Gerhofstraße 1-3 Tenant GmbH
Gravity Coworking Pty Ltd.
Hagfish Mumbai Private Ltd.
Hammerjaw Bengaluru Private Ltd.
Herengracht 206 Tenant BV
Hewitt Shoreditch Tenant Ltd., The
Houndshark Delhi Private Ltd.
Icefish Apac Holdco BV
Icefish Investment Holdco BV
Iveagh Court Tenant Ltd.
Junghofstrasse 13 Tenant GmbH
Junghofstraße 22 Tenant GmbH
Karl-Liebknecht Street Tenant GmbH
Keizersgracht 271 Tenant BV
Keizersgracht 572 Tenant BV
Kemperplatz 1 Tenant GmbH
Kurfürstendamm 11 Tenant GmbH
Latam Co. BV
Lt Build Ltd.
Midtown Music Club Ltd.
Naked Hub Vietnam Holdings Ltd.
Neue Schönhauser Straße 3-5 Tenant GmbH
Neuturmstraße 5 Tenant GmbH
NHNP Vn Ltd.
No. 1 Spinningfields Tenant Ltd.
Oskar-Von-Miller-Ring 20 Tenant GmbH
Oskar-Von-Miller-Ring 33 Q GmbH
Powered By We Germany GmbH
Powered By We UK Ltd.
Provost And East Tenant Ltd.
PT Poweredbywe Services Indonesia
PT Wework Services International

Pxwe India Private Ltd.
Rosenthaler Straße 43-45 Tenant GmbH
Rudolfplatz 7 Tenant GmbH
Rue Des Archives 64/66 Tenant SAS
Sarphatistraat 8 Tenant BV
Shoreditch The Bard Tenant Ltd.
Skelbækgade 2-4 Tenant APS
Spacemob Pte. Ltd.
Stadhouderskade 5-6 Q BV
Stamford Street Tenant Ltd.
Standby I Tenant GmbH
Stralauer Allee 6 Tenant GmbH
Strawinskyalaan 4117 Tenant BV
Streemannstraße 123 Tenant GmbH
Taunusanlage 8 Tenant GmbH
Unomy Ltd.
Warschauer Platz Tenant GmbH
We Co. Management LLC, The
We Co. Pi LP, The
We Co. Rou SRL, The
We Co. Worldwide Ltd., The
WeTech LLC
WeWork (Czech Republic) SRO
WeWork (Thailand) Ltd.
WeWork APAC Partner Holdings BV
WeWork Asia Holding Co. BV
WeWork Australia Pty. Ltd.
WeWork Belgium
WeWork Busan 1-Ho Yuhan Hoesa
WeWork Canada GP BV
WeWork Canada GP ULC
WeWork Canada LP BV
WeWork Canada LP ULC
Wework Capital Advisors LLC
WeWork Community Workspace Ireland
Ltd.
WeWork Community Workspace SL
WeWork Community Workspace UK Ltd.
Wework Cos. (International) BV
Wework Cos. LLC
WeWork Cos. Partner (International) BV
WeWork Denmark ApS
WeWork France SAS
WeWork Germany GmbH
WeWork Greater China Holding Co. BV
WeWork Gulf I FZ-LLC

WeWork Holding (Thailand) Co. Ltd.
WeWork India Management Pvt. Ltd.
WeWork International Ltd.
WeWork Israel Ltd.
WeWork Italy SRL
WeWork Japan GK
WeWork Korea Yuhan Hoesa
WeWork Malaysia Sdn. Bhd.
WeWork Middle East DWTC FZE
WeWork Middle East Gazelle Ltd.
WeWork Middle East Holdings BV
WeWork Netherlands BV
WeWork New Zealand
WeWork New Zealand Holdco BV
WeWork Norway AA
WeWork Paris I Tenant SAS
WeWork Paris II Tenant SAS
WeWork Paris III Tenant SAS
WeWork Paris IV Tenant SAS
WeWork Peru Management SRL
WeWork Peru SRL
WeWork Poland Sp. Zoo.
WeWork Rus LLC
WeWork Saudi Arabia Ltd.
WeWork Seoul 1-Ho Yuhan Hoesa
WeWork Seoul 2-Ho Yuhan Hoesa
WeWork Seoul 3-Ho Yuhan Hoesa
WeWork Seoul 4-Ho Yuhan Hoesa
WeWork Seoul 5-Ho Yuhan Hoesa
WeWork Singapore Pte. Ltd.
WeWork Technology Israel Ltd.
WeWork Uruguay SRL
WeWork Vietnam Ltd.
Wilmersdorferstrasse 59 Tenant GmbH
WW Bishopsgate Ltd.
WW Community Workspaces Philippines
Inc.
WW Devonshire Ltd.
WW Hanover House Operations Ltd.
WW Medius Ltd.
WW Metropool BV
WW Moor Place Ltd.
WW Sea Containers Ltd.
WW Sweden AB
WW Weteringschans BV

SCHEDULE 1(I)

NOTEHOLDERS

BlackRock Inc.
Brigade Capital Management LP
Capital Group
Cupar Grimmond LLC
King Street Capital Management LP
Sculptor SC II LP
Silver Point Capital LP

SCHEDULE 1(m)

OFFICE OF THE UNITED TRUSTEE OFFICE

Alfaro, Adela
Ardelean, Kirsten K.
Arendas, Francyne D.
Artis, Michael
Bielskie, Lauren
D'Auria, Peter J.
Gerardi, David
Green, Tia
Hildebrandt, Martha
Kern, Joseph C.
Kropiewnicki, Daniel C.
McGee, Maggie
Nikolinos, Alexandria
Oppelt, Tina L.
Ortiz-Ng, Angeliza
Schneider, Robert J., Jr.
Shaarawy, Adam
Sponder, Jeffrey
Steele, Fran B.
Stives, James
Vara, Andrew
Ziemer, William J.

SCHEDULE 1(n)

SURETY BONDS

Argonaut Insurance Co.
Aspen American Insurance Co.
Chubb Corp., The
Nationwide Mutual Insurance Co.
Partage Empreendimentos e Participacoes Ltda.
Philadelphia Indemnity Insurance Co.
Seoul Guarantee Insurance Co. Ltd.
Tokio Marine HCC

SCHEDULE 1(o)

TAXING AUTHORITIES

Alameda, County of (CA), Assessment Appeals Board
Alameda, County of (CA), Tax Collector
Arizona, State of, Department Of Revenue
Arizona, State of, Privilege Use Return Tpt- 2
Arlington, County of (VA), Treasurer
Arlington, County of (VA), Treasurer
Atlanta, City of (GA)
Bellevue, City of (WA)
Berkeley, City of (CA)
Beverly Hills, City of (CA)
Boulder, County of (CO), Treasurer
Burbank, City of (CA)
California, State of, Franchise Tax Board
California, State of, Local District Sales Use Cdtfa- 401-A
Cambridge, City of (MA)
Chicago, City of (IL), Department Of Finance, Tax Division
City College of San Francisco
Clark, County of (NV)
Collin, County of (TX), Tax Assessor- Collector
Colorado, State of, Boulder Sales Use Tax Return
Colorado, State of, Denver Occupancy Tax
Colorado, State of, Department Of Revenue
Colorado, State of, Retail Sales Tax Return Dr0100
Colorado, State of, Retailers Use Tax Return Dr0173
Contra Costa, County of (CA), Tax Collector
Coral Gables, City of (FL)
Costa Mesa, City of (CA)
Culver City, City of (CA)
Dallas, County of (TX), Tax Assessor / Collector
Dallas, County of (TX), Utility & Reclamation District
Davidson, County of (TN), Clerk
Decatur, City of (IL)
DeKalb, County of (TX), Tax Commissioner
Delaware, State of
Denver, City of (CO)
Denver, County of (CO)
Detroit, City of (MI)
Durham, County of (NC), Tax Collector
El Segundo, City of (CA)
Emeryville, City of (CA)
Fairfax, County of (VA)
Florida, State of, Department of Revenue
Florida, State of, Sales Use Tax Return Dr- 15
Forsyth, County of (GA)
Forsyth, County of (GA), Office of Tax Commissioner
Fulton, County of (GA), Tax Commissioner
Georgia, State of, Sales Use Tax Report St-3
Glendale, City of (AZ)
Harris, County of (TX), Tax Office
Hillsborough, County of (FL)
Hillsborough, County of (FL), Tax Collector
Illinois, State of, Department Of Revenue
Illinois, State of, Sales Use Tax Return E911 St-1
Irving ISD (TX), Tax Assessor - Collector
Jackson, County of (MO), Courthouse
Kansas City, City of (MO)
King, County of (WA), Treasury
Lehi, City of (UT)
Long Beach, City of (CA)
Los Angeles, County of (CA), Tax Collector
Manhattan Beach, City of (CA)
Maricopa, County of (AZ), Treasurer
Marin, County of (CA), Central Collections
Marin, County of (CA), Tax Collector
Maryland, State of, Department of Assessments & Taxation
Maryland, State of, Sales And Use Tax Return Form 202
Massachusetts, Commonwealth of

Massachusetts, Commonwealth of, Sales Use Tax Return St-9
Mecklenburg, County of (NC), Tax Collector
Miami, City of (FL)
Miami-Dade, County, of (FL)
Michigan, State of, Sales Use Withholding 5080 (The 20Th)
Minnesota, State of, Department of Revenue
Minnesota, State of, Sales Use Tax Return St-1
Missouri, State of, Consumers Use Tax Return 53-C
Montgomery, County of (TX), Tax Assessor - Collector
Mountain View, City of (CA)
Multnomah, County of (OR), Tax Collector
Nevada, State of, Combined Sales Use Tax Return St-18
New Jersey, State of, Division Of Taxation
New Jersey, State of, Sales Use Tax Return St-50 (Q) St-51 (M)
New York, City of (NY), Department of Finance
New York, State of, Department of Taxation & Finance
New York, State of, Department of Taxation And Finance
New York, State of, Sales Tax Processing
Newport Beach, City of (CA)
North Carolina, State of, Department of Revenue
North Carolina, State of, Sales And Use Tax Return E-500
Oakland, City of (CA)
Ohio, State of
Ohio, State of, Universal Use Tax Return Uut-1
Ohio, State of, Ust-1 Sales
Orange, County of (CA), Treasurer - Tax Collector
Oregon, State of, Department of Revenue
Palo Alto, City of (CA)
Pasadena, City of (CA)
Pennsylvania, Commonwealth of, Sales Use Hotel Tax Pa-3

Philadelphia, City of (PA)
Portland, City of (OR)
Portland, City of (OR), Metro Supportive Housing Services Tax, Revenue Division -
Sacramento, City of (CA)
Salt Lake, County of (UT), Assessor'S Office
San Diego, County of (CA), Treasurer-Tax Collector
San Francisco, City of (CA), Treasurer & Tax Collector
San Francisco, City of (CA), Treasurer And Tax Collector
San Jose, City of (CA)
San Mateo, County of (CA), Tax Collector
San Ramon, City of (CA)
Sandy Springs, City of (GA)
Santa Clara, City of (CA), County Department of Tax & Collections
Santa Monica, City of (CA), Finance Department
Seattle, City of (WA)
Seattle, City of (WA), B&O Tax
Seattle, City of (WA), Business Licensing & Tax Administration
St. Louis, City of (MO), Personal Property Tax, Collector of Revenue
Tampa, City of (FL), Business License Tax Division
Tarrant, County of (TX), Tax Assessor-Collector
Tennessee, State of, Department of Revenue
Tennessee, State of, Sales Use Tax Return Rvr0000201
Texas, State of, Comptroller of Public Accounts
Texas, State of, Sales Use Tax Return 01-114
Travis, County of (TX), Tax Office
Utah, County of (UT), Assessor's Office
Utah, State of, Sales And Use Tax Return Tc- 62M
Utah, State of, Tax Commission
Virginia, Commonwealth of, Dealers Sales Use Tax St-9

Virginia, Commonwealth of, Department of
Taxation
Wake, County of (NC), Tax Administration
Washington, District of Columbia, Office Of
Tax And Revenue
Washington, District of Columbia, Sales
Use Tax Return Fr-800 M
Washington, District of Columbia, Treasurer
Washington, State of, Combined Annual
Excise Tax Return
Washington, State of, Department of
Revenue
West Hollywood, City of (CA)

SCHEDULE 1(p)

UTILITIES

1156 APF LLC	Dataverge
ACC Business	Direct Energy
Access One	Ebs-Energy Billing Service
Access One Inc.	EllumNet
Action Environmental Services Inc.	Engie Resources
ADT Security Services Inc.	Enwave Energy Corp.
AT&T Inc.	Eversource Energy
AT&T Mobility LLC	Everstream
Atlanta, Ciry of (GA), Department of Watershed Management	Everstream Sum
Atlanta, City of (GA)	Filco Carting
Atmos Energy Corp.	Filco Carting Corp.
Austin, City of (TX)	First-Citizens Bank & Trust
BAI Connect	Firstdigital
BC Hydro	Florida Power & Light Co.
BCN Telecom Inc.	Fpl - Florida Power & Light
Beanfield Metroconnect	Fusion
Bell Canada	Fusion Data Services LLC
Berkeley, City of (CA)	Georgia Natural Gas
Beverly Hills, City of (CA)	Georgia Power
Bin There Dump That Ltd.	Granite Telecommunications
Break It Down LLC	GTT Communications
Break It Down Ltd.	GTT Communications Inc.
Cablevision Lightpath LLC	Hotwire Communications
Centurylink	Hudson Energy
Centurylink Ltd.	Hudson Energy Services LLC
Charter Communications Inc.	Industrial Carting
Cogent Canada Inc.	Junkluggers of New York City, The
Cogent Communications	Just Energy
Cogent Waste Solutions LLC	KBSIII 201 Spear Street
Columbia Gas of Ohio Inc.	KBSIII 201 Spear Street LLC
Comcast Corp.	Kelltech Systems
ComEd	Kings III of America
Commonwealth Edison Co.	Kings III of America Inc.
CompostNow	Level 3 Communications
Compostnow Inc.	Level 3 Communications LLC
Con Edison	Logix Fiber Networks
Cox Business	Los Angeles, City of (CA), Department of Water & Power
Cox Communications	LS2 Office LLC
Crown Castle Fiber	MCI Communications Service
Crown Castle Fiber LLC	McKinney, City of (TX)
Dallas, City of (TX)	MetTel Inc.

Miami Beach, City fo (FL)
MidAmerican Energy Co.
Midamerican Energy Services LLC
Monkeybrains
Monkeybrains ISP
Mountain View, City of (CA)
MSI Holyoke LLC
New York City Water Board
Nitel Inc.
NRG
NV Energy
NV Energy Inc.
Optical Communications
Optical Communications Group
Pacific Gas & Electric
Pacific Power
Palo Alto, City of (CA), Utilities
PECO
Peoples Gas
Pinnacle Sustainability Solutions
Pinnacle Sustainability Solutions Inc.
Portland, City of (OR)
Potomac Electric Power Co., The
Provident Energy Management
RCN Corp.
Recycle Track Systems
Recycle Track Systems Inc.
Reliant Energy Solutions
Reliant Energy Solutions Inc.
Republic Services Inc.
Re-Stream
Re-Stream Waste Management
Rogers Communications Canada
Royal Waste Services Inc.
RWS Facility Services
Santa Monica, City of (CA)
Sea07-1099 Stewart St
Shaw Business
Shaw Cable
Silverip Communications
Skywire Networks
Sohonet Inc.
Southern California Edison
Southern California Gas
Southwest Gas
Sparklight
Spectrum Business
Telus Services
Texas Gas Service
Toronto Hydro Electric System
Toronto Water & Solid Waste Management
Services
TXU Energy
United World Telecom
University of Maryland
Verizon
Verizon Wireless
Washington Gas
Waste Connections Lone Star
Waste Connections LS
Waste Connections of Florida
Waste Connections of New York
Waste Connections of New York Inc.
Waste Management
Waste Management Inc.
Water Systems Inc.
Wave
Wave Broadband
Wilne Networks
Wilne Networks Inc.
Wyse Meter Solutions Inc.
Xcel Energy
Zayo Canada Inc.
Zayo Group LLC
Zrace Communications

SCHEDULE 1(q)

VENDORS

100 Summer Owner LLC
1001 Dominion Square Management Inc.
1090 Pender Properties Ltd.
11 Park Place Associates
1100 15th Street LLC
120 East 16th Street Co. LLC
1201 Tab Owner LLC
135 East 57th Street LLC
1440 Broadway (NY) Owner LLC
1460 Leasehold Swighm LLC
1701 Rhode Island Inc.
17-18 Management Co. LLC
1818 Advocacy Group
1900 McKinney Harwood LLC
195 Montague Owner LLC
200 Portland Street LLC
2000 Sierra Point Parkway LLC
221 W. 6th Street (TX) Owner LLC
255 South King Street LP
2600 CR LLC
270B Metropolitan Square LLC
34 South 11th Street LP
400 California LLC
408 Bway Realty LLC
4282639 Canada Inc.
430 Park Avenue Co. LLC
448 North LaSalle LLC
460 Park Ave. S. Associates
500-512 Seventh Avenue LP
575 Lex Parent LLC
600 B Street San Diego Owner LLC
600 California JV Holdco LLC
6001 Cass LLC
655 New York LLC
79 Madison LLC
801 Barton Springs Owner LLC
85 Broad Street Property Owner LLC
9044-1866 Quebec Inc.
A&G Realty Partners LLC
ABM Janitorial Services Northeast Inc.
Abner Properties Co.
Accenture International Ltd.
Advanced Parking Systems

Adyen NV
AFCO Credit Corp.
Affinity Building Solution LLC
Alberta, Province of (Canada), Province of
Amazon Web Services Inc.
Amazon.Ca
American Express Travel Related Services Co. Inc.
Anixter Canada Inc.
Annex Ale Project
ANP Atelier & Associates Ltd.
Anybill Financial Services Inc.
ARI SP LP
ARI SP1 LP
Armstrong Transfer & Storage Co. Inc.
Arup Canada Inc.
Ateesh Chand Personal Real Estate Corp.
Audio Video Galerie Mgmt Inc.
Aus10 Development Ltd.
Avicor Construction Inc.
Avison Young Commercial Real Estate Services LP
BBSPro Services Inc.
BCAL 44 Montgomery Property LLC
BCAL Met Park Property LLC
BCSP 330 North Wabash Co-Investment JV
BCSP 515 North State Street LLC
BCSP 8 600 Holdings LLC
BCSP 8 Investments LP
BCSP Denver Property LLC
Beer Worx Inc.
BH Centre Head Corp.
BHRG Group LLC
BHS Food Services Solutions International
Bird, Jonathan
Bizstratplan Inc.
Blake Cassels & Graydon LLP
Blantyre Holdings LLC
BluCar LLC
BNY Tower Holdings LLC
Boston Properties LP
Brass, Eric
British Columbia, Province of (Canada), Ministry of Finance
BSREP LLL Orion V REIT LLC
Building at 575 Fifth Office Owner LLC, The
BVK US VI Master REIT LLC
BXP Mission 535 LP
Caf Caf Inc.

Calgary, City of (Canada)
California State Teachers Retirement System
Canadian Turner Construction Co. Ltd.
Carr Properties Partnership LP
CBRE Inc.
CBRE Ltd.
CC SPE I LLC
CDW Canada Corp.
Central Place Office LLC
Cintas Canada Ltd.
CIO Bloc 83 LLC
City Office Reit Operating Partnership LP
CLAdirect Peru Sa.C.
CLDN NY LLC
Clifford Fischer & Co. Inc.
CloudPay Inc.
CMN Calgary Inc.
Colliers International (Quebec) Inc.
Columbia Property Trust Inc.
Common Desk Operations LLC
Compass Group USA Inc.
Constellation Place LLC
Convergint Technologies Ltd.
Cordova II Equities Inc.
Cowper Corporate Realty Advisory CRA Inc.
CP 1875 K Street LLC
CTO Realty Growth Inc.
Cushman & Wakefield US Inc.
CV Latitude 34 LLC
CZ Properites LLC
Davis Polk & Wardwell LLP
Dearborn Partners LP
Deloitte Tax & Consulting Sarl
Deloitte Tax LLP
Deutsche Bank AG, London Branch
Domain Northside Office Property Owner LP
Dominion Neon Inc.
Donoghue, Connor
Doordash Technologies Canada Inc.
Douglas Emmett Properties LP
DP Leasehold (Illinois) LLC
Ducera Partners LLC
DWF V OT REIT LLC
East Van Vinyl
El-Din, Ali Serag
Empire Office Inc.

Epic Lafayette LLC
Eq3 Ltd.
Ernst & Young U.S. LLP
Eversys Inc.
F1 Stevenson LLC
Freedom Jars
Fruit O Bureau Inc.
Genpact (UK) Ltd.
Gilbane Building Co.
Gillman Consulting Inc.
Goldman Sachs Group Inc., The
Goldman Sachs International Bank
Govan Brown & Associates Ltd.
Grow Digital Services DMCC
Grzywacz, Warren
Guard-X Inc.
HDR Architecture Associates Inc.
Herald Square Owner LLC
Hillsboro Corp. Inc.
Himes Associates Ltd.
HITT Contracting Inc.
Hoochy 'Booch Kombucha Inc.
Horizon Media Inc.
Houlihan Lokey Inc.
HP Inc.
HSRE-Portman Tech Square LLC
Hudson 1099 Stewart Reit LLC
Hudson 1455 Market Street LLC
Hudson Pacific Properties LP
Hudson's Bay Co. ULC
Immobilier Mirador Inc.
Imperial Coffee & Services Inc.
Imperial Parking Canada Corp.
Innovation Pointe Holdings LLC
Instant Offices Ltd.
International Plaza Associates LP
IQ EQ (Luxembourg) SA
IQHQ LP
Irvine Co. LLC, The
Ivanhoe Cambridge Inc. Place Ville Marie
J.G. Capital Hill LLC
John Hancock Life Insurance Co. (USA)
Jones Lang Lasalle Brokerage Inc.
JPPF Waterfront Plaza LP
Kato International LLC
KBS Real Estate Investment Trust III Inc.

Kismet Realty Corp.
KRE Summit 1, 2, Owner LLC
Kroll Agency & Trustee Services Ltd.
KS SP LP
KS SP1 LP
L. Charney 1410 Broadway LLC
La Cie Electrique Britton Ltee Ltd.
La375 WW SA de CV
Lazarus Direct Inc.
Leapley Construction Group of Atlanta LLC
Lee & Associates Commercial Real Estate (BC) Ltd.
Legacy West Investors LP
Lemay Co. Inc.
Lennard Commercial Realty
LF Gramercy LLC
LHREV Austin University Park LP
LIC Site B-1 JV Holdings LP
Lincoln Street Property Owner LLC
LJ Realties Inc.
Logixx Security Inc.
LS2 Office LLC
Lyreco Canada
Madison Avenue Leasehold LLC
Majcherkiewicz, Joanna
Mallin, Ben
Mani Jefferson Landing (DE) LLC
Mantica Coffee Traders Inc.
Manufacturers Life Insurance Co., The
Maple Red Financial Management Canada Inc.
Marcus & Millichap Real Estate Investment Services Canada Inc.
Marsh Canada Ltd.
Matala, Patrick Julian
Matt Anderson Personal Real Estate Corp.
MC 19 East Houston LLC
MC 71 Fifth Avenue Realty LLC
MEPT 475 Sansome Street LLC
Mermaids UK
MET Tower Owner LLC
Metlife Core Property Reit LLC
Metropolitan Square Reit LLC
Michael White Realties Inc.
Mid Arctic Transportation Co. Ltd.
Mill Creek Coffee Co. Ltd.
Minhas, Rupin
Mori America LLC
Mozaic East LLC

Myriad360 LLC
Namor Realty Co. LLC
New York, City of (NY), Department of Finance
Newmark Canada
Nfinity Global Inc.
North Downs Realty Inc.
North Hydration Ltd.
NW SoHoCa REIT LLC
Oakwood Corporate Services Ltd.
OBN Consulting Inc.
OBS REIT LLC
Omers Realty Corp.
One Culver Owner LP
Orkin Canada Corp.
Pacific Red LLC
Park Place Associates Ltd.
Pawlewicz, Karl
PCI Cordova Properties Inc.
PCI Green LP
PEA Green Owner LLC
Piedmont Operating Partnership LP
PJT Partners LP
Ponte Gadea USA Inc.
Portland, City of (OR), Revenue Division
Power House TSSP LLC
Presidio Networked Solutions Group LLC
Prit Core 501(C)(25) LLC
Pryor Cashman LLP
Rampart Brokerage Corp.
Rar2-222 Broadway Owner Spe LLC
RCAP Leasing Inc.
Redefine Properties Ltd.
Redpath Relocations Inc.
Resnick Water St. Development Co. LP
RFM-KTB CSQ Propco LLC
RFR/K 77 Sands Owner LLC
Rice Re Holdings III
Riverpark Tower I Owner LLC
Roc-Fifth Avenue Associates LLC
Rxr 620 Reit LLC
RXR Atlas LLC
Sajo Inc.
Salesforce.com Inc.
San Francisco, City & Council of (CA)
Sarabin, Ryan
Savills Inc.

Securitas Canada Ltd.
Service D'Entretien Des Plantes Alpha Inc.
Service Du Bâtiment G.R. Inc.
SFIII 1111 Broadway LLC
Shape Brentwood LP
SHI Canada ULC
Simmons & Simmons LLP
Smith And Andersen Consulting Engineering
Softbank Group Corp.
Softbank Vision Fund II-2 LP
SoftServe Inc.
SOF-XI PCT Single Tower Ultimate Mezz Holdings LLC
Stantec Consulting Ltd.
Staples Canada Inc. - Building Openings & Procurement
Staples Inc.
Staples US For Canada
Starbright WW LP
Station Cold Brew Coffee Co. Inc.
Steelcase Canada Ltd.
Stikeman Elliott LLP
Stripe Payments Canada Ltd.
Structure Tone Inc.
Sun Life Assurance Co. of Canada
Sunset North Owner LLC
Sutter Hill Management Corp.
Sweeny & Co. Architects Inc
Tabor Center REIT I LLC
T-C 33 Arch Street LLC
Teachers Insurance & Annuity Association of America
Terminus Venture T100 LLC
Three Galleria Office Buildings LLC
TMG 1333 NH Sub-Holdings LLC
TMG 800 K Street Reit LLC
TMG Bay Area Investments I LLC
TPC Inc. (Canada)
Training Establishment Pty. Ltd., The
Tranel 1 LLC
Transbay Tower Holdings LLC
Trinity Centre LLC
Trinity Hudson Holdings LLC
Turner Construction Co.
Tysons II Land Co. LLC
Uline Canada Corp.
Unco Re Holdings LLC
U-Need-A-Bottle Ltd.
Union Investment Real Estate GmbH

Unity Building Services Inc.
UPD 729 Washington LLC
Urban Outline Building Group Ltd.
US Bank NA
US Electrical Services Inc.
USODP 625 W. Adams JV LLC
UTS Group Inc.
Vandergrand Properties Co. LP
VaynerMedia LLC
VBG 990 AOA LLC
Verticore Communications Ltd.
Ville De Montréal, Service Des Finances
Vishal Marapon Photography
W&S Properties LLC
Walsam 36 Delaware LLC
Walsam Twenty Nine Co.
War Horse Golden Gate LLC
Wasserstein Enterprises LLC
Watermark Tempe I LLC
WDI Services Ltd.
Westbank Pacific Realty Corp. ITF 5th & Main Partnership
Westview on 12th - Arc LLC
Workday Inc.
Workplace Solutions LLC (Canada)
Workplace Solutions LLC (United Kingdom)
W-SF Goldfinger REIT VIII LLC
WSP Canada Inc.
Wyco Inc.
Yardi Systems Inc.
Zelos Capital Ltd.

EXHIBIT 2

Disclosure List¹

Name of Entity Searched	Name of Entity and/or Affiliate of Entity that is a Cole Schotz Client	Status of Representation
Amazon.com	Amazon.com Services, LLC	Former Client
Better Mortgage Corporation	Better Mortgage Corporation	Current Client
Deutsche Bank Trust Company of Americas	Deutsche Bank Trust Company of America	Current Client
Glenwood Ave Tenant LLC	SVB Financial Group	Current Client

¹ Pursuant to Cole Schotz P.C.'s ("Cole Schotz") Standard Terms of Engagement, Cole Schotz receives an advance waiver from clients, as follows:

**POTENTIAL CONFLICTS/UNRELATED MATTERS
WAIVER**

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity that is a Cole Schotz Client	Status of Representation
606 Broadway Tenant LLC and MC 19 East Houston LLC	Madison Capital	Current Client ²
Elizabeth K. Miller	Elizabeth K. Miller	Current Client
183 Madison Owner APF LP, 183 Madison Holding Co. APF, and APF 28 W 44 Owner	APF Properties, LLC	Current Client ³
Anywhere Real Estate Inc.	Reology	Current Client
The Hershey Company	The Hershey Company	Current Client
Lerner Enterprises	Lerner Enterprises	Current Client
Judge Stacey L. Meisel	Judge Stacey L. Meisel	Former Client
Judge Rosemary Gambardella	Judge Rosemary Gambardella	Former Client
Adam Neumann	Adam Neumann and N Family Services, LLC	Current Client
WeWork 54 West 40th LLC	54 West 40th Realty LLC	Former Client
WeWork Companies LLC	TritonExec	Former Client ⁴
Aspen American Insurance Co.	Aspen Insurance UK Limited and National Union Fire Insurance	Former Client
Asana Partners Fund III REIT 1 LLC	Asana Partners	Current Client
Boston Properties Inc.	Boston Properties Inc.	Current Client
Continental Divide Insurance Company	Northern Natural Gas Company	Former Client
Core and Value Advisors	Core and Value Advisors	Former Client
Federal Insurance Company	SRS Enterprises Inc.	Current Client

² Cole Schotz currently represents Madison Capital in connection with its ownership of properties in New York City where WeWork is a tenant. Cole Schotz, however, is not representing and will not represent Madison Capital adverse to WeWork.

³ Cole Schotz formerly represented APF Properties, LLC in unrelated litigation against WeWork Companies, LLC concerning four leases in New York City. That matter has concluded.

⁴ Cole Schotz formerly represented TritonExec adverse to WeWork in connection with the negotiation and execution of a membership agreement. That matter has concluded.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity that is a Cole Schotz Client	Status of Representation
Fusion	Core Fusion, LLC	Former Client ⁵
Westchester Fire Insurance Company	Khan Enterprise Construction	Former Client
United National Insurance Company	Diocese of Camden, NJ	Former Client ⁵
Madison Centre	Madison Center Inc., Madison Center Associates, LLC, Isaac Masry	Current Client ⁵
National Union Fire Insurance Company of Pittsburg, PA	Liberty Mutual Insurance Company	Former Client
Ronbet 40th Street LLC	60 Guilders, LLC	Current Client ⁵
TIAA-CREF	TIAA-CREF	Former Client
Schulte Roth & Zabel	Schulte Roth & Zabel	Current Client
Silver Point Capital, L.P.	Silver Point Capital, L.P.	Former Client
Silver Point Finance, LLC	Silver Point Finance, LLC	Former Client
Ladder Capital Finance	Ladder Capital Finance	Current Client
David Tolley	David Tolley	Current Client ⁶
Verizon	Verizon	Former Client
Royal Waste Services	Royal Waste Services	Former Client
Amplitude, Inc.	Amplitude, Inc.	Current Client
Aces Brokerage, LLC	BGC Brokers U.S. LP	Current Client ⁵
Skywire Networks	Knotel, Inc.	Current Client
Automatic Data Processing, Inc.	ADP, Inc.	Former Client
Republic Services, Inc.	APIS Innovation, Inc.	Current Client ⁵
A&G Realty Partners	A&G Realty Partners	Current Client
ABM Industries, Inc.	ABM Industries, Inc.	Current Client
Berkeley Research Group, LLC	Berkeley Research Group, LLC	Current Client

⁵ Cole Schotz has not been able to determine whether the entity searched is related to the referenced Cole Schotz client and is disclosing this potential relationship out of an abundance of caution.

⁶ Cole Schotz represents David Tolley, Chief Executive Officer of WeWork, in a matter concerning the sale of real property that is unrelated to these Chapter 11 cases.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity that is a Cole Schotz Client	Status of Representation
Broadridge Financial Solutions, Inc.	Broadridge Financial Solutions, Inc.	Current Client ⁷
Brookfield Special Investments	Brookfield Special Investments	Current Client
BREOF Piccard REO, LLC	Brookfield Real Estate Opportunity Group	Current Client
BREOF 1375 Piccard REO, LP	Brookfield Real Estate Opportunity Group	Current Client
Boston Properties, Inc.	Boston Properties, Inc.	Current Client
All Green Restoration, Inc.	Servpro of Brooklyn	Current Client
Raw Restoration Services, Inc.	Servpro	Current Client
Robbins Disaster Recovery LLC	Servpro	Current Client
All Season Restoration, Inc.	Servpro of Manhattan	Current Client
Avison Young	NYL Investors LLC	Former Client
Canary Associates, LLC	Canary Associates, LLC	Current Client
Cushman & Wakefield of New Jersey	Cushman & Wakefield of New Jersey	Former Client
Interstate Restoration, LLC	Interstate Restoration, LLC	Former Client
Invesco Real Estate	Invesco CMI Investments	Former Client
Gladstone Place Partners, LLC	Gladstone Place Partners, LLC	Current Client
SL Green Realty	SL Green Realty	Current Client
Diversified Glass & Storefronts	Diversified Glass & Storefronts, Inc.	Current Client
Mohr Partners, Inc.	Mohr Partners, Inc.	Former Client
Muck Rack, LLC	Muck Rack, LLC	Current Client
Mark F. Lapidus	Nazare Asset Management LP	Former Client ⁵
Newmark	BGC Partners, Inc. and Newmark Group, Inc.	Current Client
Peco	Peco Real Estate Partners	Former Client ⁵
RSM Construction	RSM Construction	Former Client
Reef America REIT II Corp.	The Reef Funds	Former Client
Robert Quinn Consulting Ltd.	Robert Quinn Consulting Ltd.	Former Client
Royal Waste Services Inc.	Royal Waste Services Inc. and Regal Recycling	Former Client

⁷ Cole Schotz is currently representing Broadridge Financial Solutions, Inc. in connection with the sale of its property in Mount Laurel, New Jersey.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity that is a Cole Schotz Client	Status of Representation
Rite Aid	Rite Aid	Current Client
Liberty Mutual Insurance Company	Liberty Mutual Insurance Company	Former Client
JRM Construction Management	JRM Construction Management	Former Client
Asentinel Acquisition, LLC	Tangoe US	Former Client ⁵
Syska Hennessy Group	Syska Hennessy Group	Former Client
Stream Realty Acquisition, LLC	Stream Realty Acquisition, LLC	Current Client
Tribune Media Company	Tribune Company	Current Client
ULE Group Corp.	AGM Electrical Group	Current Client
Unity Building Services, Inc.	Unity Building Security, Inc.	Former Client
Ted Moudis Associates	Ted Moudis Associates	Former Client
TheSquareFoot, Inc.	TheSquareFoot, Inc.	Former Client
Zoom Communications, Inc.	Zoom Communications, Inc.	Former Client
Zoom Room, Inc.	Zoom Room, Inc.	Former Client
Vernick & Associates	Vernick & Associates	Former Client
Vaynermedia, LLC	Vaynermedia	Current Client ⁸

⁸ Cole Schotz currently represents Vaynermedia, a vendor and contract counterparty to WeWork, in matters wholly unrelated to these Chapter 11 cases. Marc Yudkin, the husband of Felice Yudkin, is the Chief Operating Officer & General Counsel, to VaynerX, LLC, the parent company of Vaynermedia.

Exhibit B

Swidler Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Steven N. Serajeddini, P.C. (admitted *pro hac vice*)

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

WEWORK INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**DECLARATION OF PAMELA SWIDLER,
CHIEF LEGAL OFFICER OF WEWORK INC.,
IN SUPPORT OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF COLE SCHOTZ P.C. AS LOCAL COUNSEL
TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

I, Pamela Swidler, pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief,

and after reasonable inquiry, declare:

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is: 12 East 49th Street, 3rd Floor, New York, NY 10017, and the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005.

1. My name is Pamela Swidler. I am over the age of 21. I am the Chief Legal Officer of WeWork, Inc., *et al.*, which are the debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the “Debtors”). Accordingly, I am generally familiar with the business operations, business, legal and financial affairs, and books and records of the Debtors and am in all respects competent to make this Declaration (the “Declaration”).

2. Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by Cole Schotz and/or employees working under my supervision, or my opinion based upon my experience, knowledge, and information concerning the Debtors’ operations. I am authorized to submit this Declaration on the Debtors’ behalf. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

3. This Declaration is submitted in support of the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Cole Schotz P.C. as Local Counsel to the Debtors Effective as of the Petition Date* (the “Application”),² filed concomitantly herewith.

4. This Declaration also is submitted pursuant to Section D.2 of the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the “U.S. Trustee Guidelines”), promulgated by the Office of the United States Trustee (the “U.S. Trustee”). I am informed by Cole Schotz that the U.S. Trustee Guidelines require that any application for employment of an attorney under section 327 or 1103 of the Bankruptcy Code be accompanied by a verified statement from the client that addresses the following:

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

- (a) The identity and position of the person making the verification. The person ordinarily should be the general counsel of the debtor or another officer responsible for supervising outside counsel and monitoring and controlling legal costs.
- (b) The steps taken by the client to ensure that the applicant's billing rates and material terms for the engagement are comparable to the applicant's billing rates and terms for other non-bankruptcy engagements and to the billing rates and terms of other comparably skilled professionals.
- (c) The number of firms the client interviewed.
- (d) If the billing rates are not comparable to the applicant's billing rates for other non-bankruptcy engagements and to the billing rates of other comparably skilled professionals, the circumstances warranting the retention of that firm.
- (e) The procedures the client has established to supervise the applicant's fees and expenses and to manage costs. If the procedure for the budgeting, review and approval of fees and expenses differ from those the client regularly employs in nonbankruptcy cases to supervise outside general counsel, explain how and why. In addition, describe any efforts to negotiate rates including rates for routing matters, or in the alternative to delegate such matters to less expensive counsel.

5. In my respective position with the Debtors outlined above, I am part of the WeWork team responsible for supervising the Debtors' outside counsel and monitoring and controlling legal costs.

6. When the Debtors decided to retain local counsel in connection with their anticipated Chapter 11 filing in the United States Bankruptcy Court for the District of New Jersey (the "Court"), Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, "K&E"), the Debtors' lead counsel, recommended the retention of Cole Schotz on the basis of its expertise in complex Chapter 11 cases and its familiarity with the local rules, procedures, and practices in the District of New Jersey. The Debtors relied on K&E's recommendation and elected to retain Cole Schotz on that basis. The Debtors did not interview any other firms.

7. Since its retention, Cole Schotz has provided advice and assisted the Debtors in all aspects of their restructuring efforts by providing advice on local rules, procedures, and practices in this District. In addition, as set forth above, Cole Schotz has specific experience with chapter 11 filings by large and complex companies like the Debtors. I believe that for these reasons, Cole Schotz is well-qualified to serve as the Debtors' local counsel in these Chapter 11 cases. Moreover, in the event K&E has a disabling conflict of interest in these Chapter 11 cases, that matter will be handled by Cole Schotz.

8. I have confirmed with Cole Schotz that, although its billing rates vary from attorney to attorney based on such facts as the attorney's seniority and position with the firm (*e.g.*, member, counsel, or associate), years of experience, and the demand for services in the attorney's particular area of expertise, its billing rates do not vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement.

9. The Debtors have been informed that Cole Schotz endeavors to set the hourly rates for its attorneys and paraprofessionals at levels competitive to those charged by firms with whom it competes. In addition, the Debtors confirmed that (i) the Cole Schotz attorneys staffed to this engagement will not be charging a premium or in any way increasing their hourly rates over the fees charged to non-bankruptcy clients, and (ii) the material terms for the engagement are comparable to terms of other comparably skilled professionals.

10. The Debtors supervise outside counsel retained in the ordinary course of business and will supervise the fees and expenses incurred by Cole Schotz in connection with these Chapter 11 cases. More specifically, in my capacity as Chief Legal Officer of the Debtors, my responsibilities extend to the supervision of counsel through the monitoring of costs, including legal costs. During the course of these Chapter 11 cases, I, or others working under my direction

and guidance, will review Cole Schotz's invoices, monthly fee statements, and interim and final compensation applications in connection with Cole Schotz's requests for payment of fees and reimbursement of expenses. Cole Schotz has assured me that, in order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Cole Schotz will coordinate with K&E and any additional firms the Debtors retain in the future regarding their respective responsibilities in these Chapter 11 cases.

11. I understand that Cole Schotz historically increases its hourly billing rates for its professionals and paraprofessionals on September 1 of each year. The Debtors have consented to such ordinary course rate increases.

12. Cole Schotz has indicated that it will provide the Debtors with a prospective budget and staffing plan in accordance with the U.S. Trustee Guidelines. The Debtors recognize, however, that in the course of these Chapter 11 cases, there may be unforeseeable fees and expenses that will need to be addressed by the Debtors and Cole Schotz. The Debtors recognize that it is their responsibility to closely monitor Cole Schotz's billing practices and to ensure that the fees and expenses paid by the estates remain consistent with the Debtors' expectations and the exigencies of these Chapter 11 cases. The Debtors will work with Cole Schotz to amend the budget and staffing plan as necessary during the pendency of these Chapter 11 cases.

13. To the extent the Debtors have an objection to the fees and expenses requested by Cole Schotz in any monthly fee statement or interim or final compensation applications that cannot be informally resolved to the Debtors' satisfaction, Cole Schotz has informed me that it will file a Notice of Objection to Fee Statement on the Debtors' behalf. I understand that Cole Schotz reserves all rights to contest any such objection raised to the allowance or payment of its requested fees and

expenses, and the Debtors reserve all rights to retain conflicts counsel to prosecute any such fee objection to the extent it cannot be resolved informally by the parties.

14. Nothing contained herein is intended to limit Cole Schotz's ability to request allowance and payment of fees and expenses pursuant to sections 330 and 331 of the Bankruptcy Code, nor to restrict Cole Schotz's rights to defend any objection raised to the allowance or payment of such fees. Further, nothing contained herein is intended to restrict the Debtors' right to retain conflicts counsel to prosecute any such fee objection to the extent it is not resolved informally by the parties or raised by another party-in-interest, such as the U.S. Trustee.

15. Based on the foregoing, I am of the opinion that it is necessary for the Debtors to employ Cole Schotz as their local counsel in these cases and that such employment is in the best interest of the Debtors' estates.

[Remainder of page left intentionally blank.]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the following statements are true and correct.

/s/ Pamela Swidler

Dated: November 20, 2023

Pamela Swidler
Chief Legal Officer
WeWork Inc.

Exhibit 1

Engagement Agreement



Michael D. Sirota
Member
Admitted in NJ and NY

Reply to New Jersey Office
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Hackensack, NJ 07602-0800
201-489-3000 201-489-1536 fax
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New York
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Delaware
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Maryland
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Texas
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Florida

October 21, 2023

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

Via E-mail

Pamela Swidler
Chief Legal Officer
WeWork Companies LLC
12 East 49th Street
New York, NY 10017

Re: Engagement Agreement

Dear Ms. Swidler:

Thank you for entrusting your legal needs to us. This letter and the accompanying Standard Terms of Engagement set forth the terms of Cole Schotz P.C.'s ("Cole Schotz" or the "Firm") representation of WeWork Inc. and its subsidiaries (hereinafter collectively referred to as "Clients").

The scope of our representation shall be limited to acting as co-counsel with Kirkland & Ellis ("K&E") in an anticipated Chapter 11 case to be filed by the Clients in the United States Bankruptcy Court for the District of New Jersey. The services the Firm will provide will include taking direction from K&E and the Clients with respect to the preparation and filing of the chapter 11 petitions, including review of documents and preparation of the petition with supporting schedules and statements. During the case, and subject to our ethical obligations discussed above, we will: (1) advise and consult on the prosecution of the chapter 11 case, including all of the legal and administrative requirements of operating in chapter 11; (2) prepare such administrative and procedural applications and motions as may be required for the orderly and efficient conduct of the case; (3) prosecute and defend litigation that may arise during the course of the case; (4) consult with you concerning and participate in the formulation, negotiation, preparation and filing of a plan or plans of reorganization/liquidation and disclosure statement(s) to accompany the plan(s); (5) review and object to claims; (6) analyze, recommend, prepare, and bring causes of action permitted under the Bankruptcy Code; and (7) address conflict matters to the extent necessary and (8) take all steps necessary and appropriate to bring the case to a conclusion.



Pamela Swidler, Chief Legal Officer
October 21, 2023
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The scope of our engagement can only be extended pursuant to supplemental written agreement. The Clients agree to fully cooperate with us and to provide us with all information relevant to the issues involved in this matter. We agree to provide conscientious, competent and diligent services and at all times will coordinate with K&E to achieve a favorable outcome on a cost-effective basis. If you would like us to expand the scope of our engagement or the parties we represent, it must be subject to a separate written agreement.

The Firm's objective to charge a fair fee for the services rendered is achieved primarily by maintaining accurate records of the time spent by each attorney and paralegal on a particular matter and then billing for their time in accordance with the range of hourly rates established. I will be principally responsible for handling this matter. Presently, my hourly rate is \$1,475.00. I anticipate that I will also be working with my partners, Ryan Jareck, Felice Yudkin, Seth Van Aalten and Warren Usatine, whose hourly rates are \$775.00, \$850.00, \$1,050.00 and \$1,150.00 respectively, among other lawyers and paralegals as needed. In addition to legal fees, our out-of-pocket expenses (as more particularly set forth in our Standard Terms of Engagement) will also be reflected in our monthly invoices. Notwithstanding the foregoing sentence, in the event the terms concerning the payment of out-of-pocket expenses set forth in this letter and accompanying Standard Terms of Engagement conflict with the Clients' *Policies and Procedures for Outside Counsel* (the "Policies and Procedures"), such Policies and Procedures shall control.

The Firm shall submit its monthly invoices through TeamConnect, the Clients' matter management and eBilling platform.

Retainer

A retainer is required of clients prior to undertaking representation. The initial retainer requested in this matter is \$300,000.00 and will need to be no less than \$750,000.00 upon filing a chapter 11 proceeding. The Firm's invoices will be paid in regular intervals from the retainer account as fees are earned and expenses accrue. The initial retainer will be an evergreen retainer, replenished on a monthly basis (and before a chapter 11 proceeding is filed), such that the amount of the evergreen retainer will always be at least equal to the outstanding unpaid fees and expenses, whether billed or unbilled. We reserve the right, in our discretion, to request an additional retainer should circumstances warrant.

In the event of a Chapter 11 proceeding, post-petition fees, charges and disbursements will be due and payable immediately in accordance with fee procedures approved by the Bankruptcy Court. The Clients understand that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, the Clients shall nonetheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan of reorganization cannot be confirmed unless these priority expenses are paid in full (unless such claimants agree to different treatment) in cash on the effective date of any reorganization plan. After the petition date, the retainer shall be held and applied against the final



Pamela Swidler, Chief Legal Officer
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Chapter 11 fee application. At the conclusion of our representation of the Clients, we will apply the balance of the retainer against our final statement and refund any excess to the Clients.

Notwithstanding the Potential Conflicts/Unrelated Matters Waiver set forth in the accompanying Standard Terms of Engagement, the Firm shall not represent any other party in litigation adverse to the Clients.

In the event it becomes necessary to retain an outside vendor to provide document and email storage and/or production services, the Firm shall consult with the Clients and not engage any particular vendor without Clients' consent.

This agreement, as well as our entire attorney-client relationship, shall be governed exclusively by State of New Jersey law. Should any dispute arise regarding same which cannot be resolved amicably, the courts of the State of New Jersey shall be the exclusive jurisdiction for the dispute to be litigated.

If this agreement is acceptable, please indicate the Clients' understanding and acceptance of the terms and conditions set forth herein by countersigning and returning a copy of this letter together with the initial retainer (\$300,000.00). The Firm's wiring instructions are attached for your convenience.

We look forward to working with you.

Very truly yours,

/s/ Michael D. Sirota

Michael D. Sirota

MDS:cdc
Attachment
cc: Felice Yudkin, Esq.
Warren A. Usatine, Esq.
Seth Van Aalten, Esq.
Ryan T. Jareck, Esq.

We consent to the terms and conditions set forth above and in the Standard Terms of Engagement for Legal Services attached herewith.

WeWork Inc. and its subsidiaries



Pamela Swidler, Chief Legal Officer
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A handwritten signature in black ink, appearing to read "Pamela Swidler".

By: Pamela Swidler
Title: Chief Legal Officer

Dated: October 28, 2023



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth Cole Schotz P.C.'s ("we," "our," or the "Firm") standard terms of engagement as attorneys for the client(s) ("you" or "your") identified in the accompanying Engagement Letter. The Engagement Letter sets forth additional terms and conditions, and those terms control in any case where the Engagement Letter conflicts with these standard terms. The following terms are an integral part of our agreement and should be reviewed carefully. We also suggest that you retain this statement in your files. If at any time you have questions about these terms, please let us know as soon as possible so that we can provide you with timely answers.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is described in the Engagement Letter. If at any time you are not certain about the scope of our representation, please contact us for clarification. We are happy to answer any questions you may have.

We will do our best to serve you efficiently. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, exercise of judgment in the application of the law, and many other unknown factors.

Any agreement reached in connection with the engagement may result in a variety of tax consequences. Unless specifically stated in the accompanying Engagement Letter, the scope of our engagement does not include tax advice. The Firm will only provide tax advice upon your request and entry into a separate written agreement or amendment to this engagement acceptable to you and the Firm.

Also, unless specifically stated in the accompanying Engagement Letter, the scope of our representation does not include determining whether you possess insurance coverage for any of the losses or expenses that you may incur in connection with this matter. You should immediately contact your insurance company or broker if you believe such coverage may exist. Alternatively, you may retain the Firm to assist with making that inquiry and determining coverage, but such

expansion of the scope of our engagement must be agreed to in writing.

WHO PROVIDES THE LEGAL SERVICES

We assign an attorney as your primary contact at the Firm. This should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of contact person at any time. The legal work we perform for you may be performed by other lawyers, paralegals and legal assistants in the Firm as well. We delegate work among our lawyers, paralegals and legal assistants to promote effective and efficient rendition of necessary services. We are happy to advise you of the names of those attorneys, paralegals and legal assistants who work on your matters and their billing rates.

HOW FEES ARE SET

We bill you based on the hourly rates for our attorneys and other professionals, depending on the time involved in rendering the necessary services. We record the time spent on your work, such as internal and external meetings, conferences, negotiations, factual and legal research and analysis, court appearances, document preparation and revision, drafting and review of correspondence, travel on your behalf, and other related services.

The hourly rates of our lawyers, paralegals and legal assistants are based on each timekeeper's knowledge and experience in his/her field and are reviewed and adjusted annually (typically in September) to reflect current levels of legal experience, changes in overhead costs, and other relevant factors. Any rate changes will be reflected in our monthly invoices. You will not receive a separate rate change notice.

Our current range of hourly rates is as follows:

Members	\$575.00 to \$1,475.00 per hour
Special Counsel	\$620.00 to \$1,100.00 per hour
Associates	\$350.00 to \$645.00 per hour
Paralegals	\$260.00 to \$440.00 per hour
Litigation Support	\$405.00 to \$510.00 per hour
Specialists	

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we furnish such an estimate based upon our professional judgment, but when we do so, it is always with the understanding that it is not a maximum or fixed-fee quotation. The



ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services, we may quote a fixed fee. Generally, however, we do not accept a fixed fee engagement except in such circumstances or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed fee arrangement is expressed in the Engagement Letter, setting forth both the amount of the fee and the scope of the services to be provided in exchange for the fixed fee.

In certain situations, we provide legal services on a contingent fee basis. Any such arrangement must be reflected in a written contingent fee agreement.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. Typical of such costs are conference calls; postage; messenger services, and express delivery charges; filing fees; deposition and transcript costs; witness fees; travel and overnight expenses; copying, scanning and printing charges; computer research charges (e.g. Lexis and Westlaw research); charges from outside experts and consultants (including accountants, appraisers, and other legal counsel) and fees and expenses related to collecting, hosting and processing electronically stored information. We generally request that outside service providers directly bill our clients for individual charges in excess of \$500, or we may invoice you for such charges billed to the Firm prior to your regularly scheduled invoicing.

RETAINER AND TRUST DEPOSITS

You may be asked to pay a retainer in connection with our representation of you. If so, the Engagement Letter provides details about the terms of the retainer.

During the course of our representation, it may be necessary for us to hold funds on your behalf in our Attorney Trust Account. Such trust funds will be deposited and held in a financial institution insured by the Federal Deposit Insurance Corporation ("FDIC").

Federal depository insurance coverage is currently limited to \$250,000.00 per account holder in each insured financial institution. Funds held for you in our Attorney Trust Account are aggregated with all other funds belonging to you in the same financial institution in determining whether your deposit balance exceeds insurance limits. You will be notified by our trust accounting department of the financial institution(s) being used. The funds being held on your behalf in

trust together with other funds not held by us on your behalf but to your credit in the same financial institution may exceed FDIC insurance coverage and therefore may not be insured in the event of a bank failure.

If you have any questions, you may contact our Accounting Department.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may render a bill through a date other than month-end. Fees and expenses, and the associated retainer, will be considered to be "earned" at the time that any fees and expenses are incurred. Our bills are due and payable upon receipt.

If your account becomes delinquent, you agree to promptly bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

FEE DISPUTES

If you disagree with any particular invoice, you must send us a written objection within thirty (30) days of your receipt of the invoice or you will be deemed to have approved the charges. Typically, such disagreements are resolved to the satisfaction of both sides, with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state bar for the jurisdictions in which we practice.

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such



other client, could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

If the matter for which we are engaged involves a dispute which could reasonably lead to litigation, you may be required to produce documents and other materials relating to such matter in the event of litigation. Therefore, it is vital in any such matter that you preserve all documents (hard copy and electronic), data compilations and tangible objects. The requirement to preserve these materials is a continuing one and will last until you are advised to stop. Failure to preserve these materials could result in Court-imposed penalties or sanctions against you and/or others and can expose those involved to claims for spoliation of evidence. In applicable matters, a "Legal Hold Notice" that further discusses these issues will accompany the Engagement Letter.

TERMINATION

You may terminate our representation at any time by notifying us in writing. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter, including the collection, processing and transmittal of your file to you or substitute counsel.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these Terms of Engagement as modified by the Engagement Letter, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, conflicts of interest with another client, or your failure to communicate or cooperate with us. We try to identify in advance and discuss with our client(s) any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we immediately

give written notice of our withdrawal. Our right to withdraw depends upon the circumstances existing at the time we seek withdrawal, and we will not withdraw unless withdrawal can be accomplished without violation of applicable rules of professional conduct.

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final statement for services rendered in the matter covered in our Engagement Letter. We maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property are returned promptly upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any such documents retained by us may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement. We may also transfer the information on the documents to electronic media. If we are served with a subpoena for your file, we will notify you. If we are required to comply with the subpoena, you will be responsible for the legal fees and costs incurred, including the review and analysis of documents to determine if privileged documents should be withheld.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you engage us with regard to future legal development(s) relating to this matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter. It is your responsibility, and we assume no responsibility for keeping track of critical dates, time periods by which notices must be given or advising you of the dates, or time periods by which you must address future deadlines or critical dates such as renewal options, UCC continuation statements or payment due dates.